

SCOE CTE and DISTRICT/AGENCY
AGREEMENT FOR INSTRUCTIONAL STAFF
2017 – 2018 School Year

THIS AGREEMENT is between the Sonoma County Office of Education (SCOE) and the Santa Rosa City Schools (District/Agency).

THE PURPOSE of this Agreement is to set forth the terms under which SCOE will provide for Career Technical Education (CTE) teachers at a school site on behalf of District/Agency.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. **Teacher Requirements.** As set forth in the attached Exhibit A, which is incorporated herein by this reference, SCOE shall assign a qualified teacher(s) to provide certain CTE classes as requested by District/Agency. SCOE shall ensure compliance with the following requirements:
1. The assigned teacher(s) shall hold appropriate CTE credentials and have appropriate industry experience as determined by SCOE.
 2. The assigned teacher(s) shall teach a competency based course of study and have appropriate documentation on each student's progress.
 3. The assigned teacher(s) shall perform all duties set forth in the ROP Employee Handbook to include, but not limited to, advisory committee functions, district and school site attendance reporting requirements, student job placement, and staff meetings. Specific meetings shall include, but are not limited to:
 - a. District and Site Back-to-School Meeting¹
 - b. One (1) or more industry advisory committee meetings per school year.
 - c. School site monthly staff meetings.²
 4. Said teacher(s) must complete the CTE student follow-up data collection one (1) time per year and submit it to District/Agency and SCOE no later than two (2) weeks after the end of the school year.
 5. Said teacher(s) must comply with all Title 5 regulations regarding Regional Occupational Centers/Programs.
 6. District/Agency site principal will collaborate with SCOE to complete the contracted employee(s) evaluation. As the employer, SCOE will be the evaluator.

¹ Teachers assigned to multiple sites will attend all site back to school meetings barring meeting schedule conflicts.

² Teachers assigned to multiple sites will alternate attendance at monthly staff meetings.

- B. **SCOE Visitations.** SCOE administration will visit each SCOE provided CTE teacher at least once per year to verify each course's compliance in terms of course outline integrity; connection to identified CTE pathway, core academic and industry standards; and industry connections.
- C. **Term.** This Agreement shall commence on July 1, 2017 and shall continue until June 30, 2018.
- D. **Termination.** District/Agency may terminate, with or without cause, one or more teachers provided through this Agreement with SCOE. District/Agency will provide a written notice of termination at least sixty (60) days in advance and will cover the teacher costs during the sixty (60) day period.
- E. **Hiring.** District/Agency may be invited by SCOE to participate in hiring teachers assigned to their schools.
- F. **Personnel Screening.**
1. Education Code section 45125.1 shall apply to any teacher(s) who is assigned to provide a CTE class under this Agreement or who otherwise will have direct contact with students in the performance of this Agreement. SCOE shall require any such teacher(s) to submit to fingerprints and undergo a criminal background check by the Department of Justice or provide proof thereof to the other party.
 2. The parties shall not permit any such employee(s) to have contact with students until the employee has provided verification by a licensed physician that he or she is free from active tuberculosis.
- G. **Employee Contract.** The District/Agency agrees to honor all conditions set forth in the SCOE bargaining agreement with CTE teachers. The full contractual cost for each CTE teacher is provided in Exhibit A.
- H. **Compensation.** If a SCOE teacher(s) is assigned to provide a CTE class, District/Agency shall reimburse SCOE for the compensation, including statutory and fringe benefits paid to said employee, not to exceed the amount as provided in Exhibit A. District/Agency understands and agrees that SCOE will withhold District/Agency CTE funds if funding is sufficient to cover the costs incurred pursuant to this agreement. If the District/Agency's CTE funds are insufficient to cover the total amount due, then SCOE will provide an invoice to District/Agency with the total amount due for the school year no later than May 30, 2018. District/Agency shall pay the amount due within 60 days of receipt of the invoice.

Any other duties and assignments beyond the scope of this Agreement that are requested by District/Agency shall be billed at an additional cost including the assigned teacher's substitute costs for sick days and/or Personal Necessity days at the current rate as set forth in the SCOE/CTE Teachers Association current

contract (link on SCOE Website: <http://www.scoe.org/pub/htdocs/hr-documents.html>) and all other employer mandatory payroll costs.

- I. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.
- J. **Insurance.** With respect to performance of work under this Agreement, each party shall maintain insurance as described below. (RESIG will provide edited text to reflect individual school districts.)
 1. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
 2. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 - a. SCOE or District/Agency, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCOE or District/Agency.
 3. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
 4. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall

be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- K. **Employee Insurance.** SCOE's employees shall drive insured vehicles for means of transporting themselves pursuant to this Agreement and shall carry proof of personal automobile insurance in their vehicle. Each employee shall maintain personal automobile insurance coverage in an amount of no less than \$100,000 per occurrence and \$300,000 aggregate. SCOE shall ensure that it has received and maintains proof of such insurance from each employee under this Agreement.
- L. **Facilities.** District/Agency shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto, which is not the result of the willful misconduct by the SCOE teacher.
- M. **Equipment, Materials and Supplies.** District/Agency shall provide all equipment, materials and supplies necessary for the CTE programs.
- N. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement. SCOE employees shall retain membership within SCOE's bargaining unit.
- O. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the parties under this Agreement.
- P. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.
- Q. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report,

acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Notice to District/Agency: Diann Kitamura, Superintendent
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Notice to SCOE: Director of Career Technical Education Services
5340 Skylane Blvd.
Santa Rosa, CA 95403

- R. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

- S. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Sonoma County, California and no other place

IN WITNESS WHEREOF, the parties hereunto have set their hands this.

_____ Superintendent	_____ School District/Agency	_____ Date
-------------------------	---------------------------------	---------------

_____ Career Technical Education Services Director SONOMA COUNTY OFFICE OF EDUCATION	_____ Date
--	---------------

EXHIBIT A

School Name: Maria Carrillo High:

<u>Teacher</u>	<u># of Sections</u>	<u>SCOE FTE</u>	<u>Total Not to Exceed District/Agency Contract Cost</u>
Sean Fleming	4	0.67	\$ 74,420.69
Mary Schiller	6	1.0	\$107,557.63