

**INTERAGENCY AGREEMENT BETWEEN  
IRVINE UNIFIED SCHOOL DISTRICT ("IUSD") AND TUSTIN UNIFIED SCHOOL DISTRICT  
("TUSD") FOR REIMBURSEMENT FOR ROP SERVICES THROUGH THE COASTLINE ROP**

This Agreement is made by and between the Irvine Unified School District ("IUSD") and Tustin Unified School District ("TUSD") for ROP services through Coastline ROP ("ROP").

**RECITALS**

WHEREAS, IUSD and TUSD are members of the Coastline ROP through a joint powers agreement that establishes regional occupational programs for the students of member districts, in accordance with Education Code section 52300 *et seq.*; and Approval of the Interagency agreement between Irvine Unified School District ("IUSD") and Tustin Unified School District ("TUSD") for reimbursement for ROP services through the Coastline ROP.

WHEREAS, the Districts are mutually interested in providing career and technical education services through the ROP; and

WHEREAS, TUSD employs an appropriately credentialed instructor for the ROP automotive mechanics course; and

WHEREAS, IUSD is in need of three periods of this course; and

WHEREAS, the Districts wish to enter into a cooperative effort to provide this course to students in both Districts through the ROP.

**NOW, THEREFORE**, the Districts agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Term of Agreement: The term of this Agreement shall be August 22, 2016 through June 9, 2017.
3. TUSD Responsibilities
  - A. TUSD agrees to employ an appropriately-credentialed instructor, in accordance with TUSD's collective bargaining agreement, including stipends for attending Back to School Night, Open House, and other similar activities agreed upon by the parties. TUSD will address any special calendar or other issues related to the provisions of the collective bargaining agreement between TUSD and the Tustin Educators Association. The TUSD calendar is attached as Exhibit A and is incorporated by reference herein. Any days of work not on the TUSD calendar but on the IUSD calendar will be paid at an hourly per diem rate, in accordance with TUSD salary.
  - B. As the employer, TUSD agrees to provide payroll services, health and welfare benefits, required training, workers compensation coverage, annual notifications, evaluations, and tracking of hours for purposes of payroll and illness time for the ROP instructor.
  - C. TUSD will be responsible for funding a pro rata share of all paid leave for the ROP instructor.
  - D. In the event of the ROP instructor's absence, TUSD will be responsible for obtaining a substitute teacher for courses provided to TUSD students.

4. IUSD Responsibilities

- A. IUSD agrees to reimburse TUSD for three periods, plus related prep time and mileage, of the ROP automotive mechanics instructor's salary and employee benefits in the manner specified in the General Interagency Agreement Section 3, "Staffing Costs and Reimbursements." The ROP Instructor will be assigned to the Woodbridge High School site for those three (3) periods.
- B. IUSD will provide input to TUSD regarding the ROP instructor's evaluation and attendance.
- C. IUSD will be responsible for any claims or actions for premises liability, and no other types of claims/actions, involving the ROP instructor while on IUSD premises.
- D. IUSD will be responsible for funding a pro rata share of all paid leave for the ROP instructor.
- E. In the event of the ROP instructor's absence, IUSD will be responsible for obtaining a substitute teacher for courses provided to ISUD students.

- 5. Termination. Participation in this Agreement may be unilaterally terminated by any District at any time. A District wishing to terminate shall provide thirty (30) days prior written notice to the other party, as noted below in Section 10.
- 6. Indemnification. Both parties agrees to defend, indemnify and hold harmless the other party's governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the other party.
- 7. Insurance. Each District has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each District shall be provided upon written request of either party to this Agreement.
- 8. Independent Contractors. Each District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any of the participating Districts to this Agreement. Each District assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each District shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to District's employees.
- 9. Assignment. This Agreement and the services provided herein shall not be assigned by either party.
- 10. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid, as noted below. Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office.

Tustin Unified School District  
ATTN: Charles Lewis  
300 South C Street  
Tustin, CA 92780

Irvine Unified School District  
ATTN: Eamonn O'Donovan  
5050 Barranca Parkway  
Irvine, CA 92604

11. Applicable Laws. Each District agrees to comply with all laws, rules and regulations applicable to this Agreement.
12. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.
13. Entire Agreement. This Agreement and Exhibits attached hereto constitute the entire agreement between the Districts. This Agreement may be amended only by a written amendment executed by the Districts.

TUSTIN UNIFIED SCHOOL DISTRICT

IRVINE UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Dr. Gregory A. Franklin  
Superintendent

\_\_\_\_\_  
Terry Walker  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Board Approval Date:

Irvine Unified School District: August 12, 2016

Tustin Unified School District: August 12, 2016