

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
ADVOCATES for CHILDREN...

**KERN COUNTY CLEAR ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM
DISTRICT AGREEMENT**

This District Agreement is entered into between the Kern County Superintendent of Schools ("KCSOS"), Local Education Agency for the Kern County Clear Administrative Services Credential Program, and the participating school districts which have executed this District Agreement.

RECITALS

This District Agreement is based on the following facts and understandings of the parties:

A. The Kern County Clear Administrative Services (CASC) Program, an association of school districts, was established to provide an opportunity for new administrators, who are eligible, to obtain their Clear Administrative Services Credential.

B. The Kern County Clear Administrative Services Credential Program provides job-embedded coaching support, professional development and formative assessment to administrative candidates who work in participating districts and charter schools. The participating school districts and charter schools are parties to this District Agreement and collectively referred to as "School Districts".

C. As LEA for the Clear Administrative Services Program, KCSOS provides administrative oversight, and the services of designated employees to further the work of the CASC Program, and coordinates services as provided in the District Agreement.

D. The purpose of this District Agreement is to establish a formal working relationship between the parties for the coordination of services and to state the operative conditions which govern the CASC Program.

TERMS

Based on the Recitals and the mutual promises contained in this District Agreement, the parties agree as follows:

1. **General Responsibilities of the Parties.**

A. **KCSOS.**

KCSOS agrees to do the following:

- (1) Furnish, during the term of this District Agreement, the following services:
 - (a) Coordinator. KCSOS will furnish the services of a qualified full-time employee to provide services under the function described as "Program Coordinator" in the Kern County CASC Plan on file with the California Commission on Teacher Credentialing ("Kern County Plan").
 - (b) Support Staff KCSOS will furnish services of a qualified employee to provide clerical services for the CASC Program.
- (2) Provide reasonable meeting space for program activities.
- (3) Provide a process for equitable distribution of services to administrative candidates and coaches in all participating School Districts.
- (4) Establish and maintain accurate records and reports on program activities.
- (5) Supply to the Commission on Teacher Credentialing reports and other information as requested on all matters related to program requirements and activities.
- (6) Convene an Advisory Committee composed of representatives of KCSOS, School Districts and Universities and develop other administrative processes as provided for in the program description in the Kern County Plan.
- (7) Participate in the program evaluation as defined in the Kern County Plan and/or by the California Commission on Teacher Credentialing.
- (8) Assign Administrative Candidates and coaches with professional development opportunities designed specifically for new administrators and coaches, respectively.
- (9) Provide collaborative meetings for each cohort of administrative candidates.
- (10) Program to pay an annual stipend to each Coach.

B. SCHOOL DISTRICTS.

Each participating School District agrees to:

- (1) Appoint a contact who will serve as the “employer representative” for the district to fulfill the roles and responsibilities described in the program description in the Kern County Plan.
- (2) Provide release time for the employer representative to attend goal-setting and evaluation meetings as needed.
- (3) Identify preliminary administrative credential candidates and recommend coaches to participate in the CASC program.
- (4) Provide release time for administrative candidates and coaches to attend all required CASC meetings and trainings furnished by the CASC Program, and provide release time for candidates and coaches to meet together.
- (5) All district and site administrative staff will respect the confidentiality between the coach and the administrative candidate. CASC activities, support, and assessment will have no relationship to district administrator evaluation, merit pay, salary increases, promotions, or sanctions. The district will provide opportunities for the coach and the administrative candidate to meet in a private place to interact. Nothing in this section is intended to prevent the transmission of information concerning an administrative candidate which relates to conduct which may be subject to discipline or bear on the safety of students or employees.
- (6) Participate in the program evaluation as defined in the Kern County Plan and/or by the California Commission on Teacher Credentialing.

2. **Responsibilities - Fiscal**

A. KCSOS.

KCSOS, in its capacity as LEA for the CASC Program, agrees to:

- (1) Provide overall fiscal responsibility for the administration of the CASC program, and any other documentation requested by the Commission on Teacher Credentialing.
- (2) Develop and maintain a budget that allocates sufficient funds to meet the cost of implementing its program responsibilities under this District Agreement.

AGREEMENT.

B. SCHOOL DISTRICTS:

(1) Develop and maintain a district budget that allocates amounts sufficient to meet the cost of implementing its program responsibilities under this District Agreement, i.e., release time.

(2) The District is not responsible for payment of program fees, but may choose to subsidize the fees, at its discretion.

3. Materials Developed by Program.

The parties agree that all rights, including copyright, in any products, materials and publications developed by the CASC Program are assigned to and shall become the exclusive property of the Kern County Superintendent of Schools. School Districts and Universities, and their employees, staff and subcontractors shall only have the right to disseminate, market or otherwise use the products with the expressed written permission of the Kern County Superintendent of Schools.

4. Term.

The initial term of this Agreement shall be for an initial period of one year beginning on July 1, 2018. The Agreement shall roll over and continue in effect for subsequent terms of one year each unless either party provides written notice of termination as provided for in Paragraph 5.

5. Termination.

A. WITHDRAWAL BY SCHOOL DISTRICTS AND UNIVERSITIES.

A participating School District/LEA may withdraw from this District Agreement at the end of any fiscal year by giving written notice to the CASC Program at least 45 days prior to the end of that fiscal year.

B. WITHDRAWAL BY KCSOS.

KCSOS may withdraw from this District Agreement at any time upon 60 days' written notice to the participating local education agencies.

6. Indemnification.

Each party agrees to defend, hold harmless and indemnify the other parties (and their officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs

and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this District Agreement or by the act or omission of the indemnifying party in providing services under this District Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

7. Insurance.

Each party shall obtain, pay for and maintain in effect during the life of this District Agreement the following policies of insurance issued by an insurance company rated not less than "A-VIII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other parties as additional insureds insofar as this District Agreement is concerned, and provide that written notice shall be given to the other parties at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other parties with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Parties acknowledge that both parties to this Agreement may be permissibly self-insured, according to California law.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this District Agreement.

8. Entire Agreement.

This District Agreement including any exhibits or schedules it refers to, constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter described in the Recitals. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this District Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this District Agreement.

9. Amendment.

The provisions of this District Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

10. Waiver.

Any of the terms or conditions of this District Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this District Agreement.

11. Assignment.

Neither party may assign any rights or benefits or delegate any duties under this District Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

12. Notices.

Any notice under this District Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

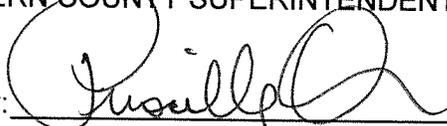
13. Counterparts.

This District Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

RICHLAND
SCHOOL DISTRICT

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
Signatory Name: _____
Title: _____
Address: 331 Shafter Ave.
Shafter, CA 93263
Date: _____

By:  _____
Signatory Name: Priscilla Quinn
Title: Interim Assistant Superintendent
Address: 1300 17th Street, Bakersfield, CA 93301
Acct Code: 01-820-0570-0-8677.00-0000-0000-00-0000-000
Date: 10/5/18