

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, California 92501

MASTER AGREEMENT FOR CAREER TECHNICAL EDUCATION SERVICES

This Agreement is effective upon both parties signature, and by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as the “SUPERINTENDENT” and Perris Union High School District (California Military Institute), hereinafter referred to as the “DISTRICT”;

RECITALS

SUPERINTENDENT’S Career Technical Education Unit provides, promotes, and coordinates Career Technical Education (CTE) throughout Riverside County in support of RCOE’s Pledge to ensure all students are prepared for college and the workforce. Riverside County Office of Education CTE (ROC/P), as authorized under Education Code 52300-52334.5 and 44910, offers career preparation training to high school students who are residents of Riverside County. CTE currently offers training in multiple career areas based upon current and future labor market demands. Programs should be limited to training in those occupations where there is a reasonable expectation of employment. CTE training is provided to students in classrooms equipped to industry standards. Many classes are a combination of classroom instruction and on-the-job training taught by CTE Instructors in the industry who are credentialed by the State of California to teach in their areas of expertise. Credit is given to high school students through their home high school. Some CTE courses offer the opportunity for articulated credit at local community colleges, while others meet various categories in the UC/CSU freshman admission requirements (a-g).

DISTRICT HEREBY AGREES TO:

1. **Term and Rates:** The term of this agreement shall be for three (3) years from July 1, 2024, through June 30, 2027, for a total of three (3) school years.

Full-Time Equivalents: SUPERINTENDENT’S Career Technical Education Program, upon request of DISTRICT, agrees to employ **two (2)** Career Technical Education Instructors at an annual cost of \$145,494.06 per Full-Time Equivalent (FTE) instructor which includes salary and benefits. This amount can be amended by SUPERINTENDENT to recover any changes in salary or benefits which are approved and implemented by SUPERINTENDENT.

DISTRICT agrees to employ through contract **two (2)** instructor(s) in the following programs over the three (3) school-years as follows:

Program	Full-Time Equivalent (FTE)* *FTE = 6 Teaching Hours
Career Exploration Instructor (California Military Institute)	1.0
Information & Communications Technology Gaming Instructor (California Military Institute)	1.0

Support Services Fee: In addition, DISTRICT agrees to pay SUPERINTENDENT annually **an amount of 3%** of the FTE costs for that fiscal year.

2. **Staff Development:** DISTRICT agrees to allow contracted CTE teacher(s) to participate in up to 24 hours of SUPERINTENDENT’S staff meetings and trainings. DISTRICT agrees to pay for any of DISTRICT required staff development or DISTRICT initiated events.

3. **Instructional Supply/Equipment/ Program Necessities:** DISTRICT agrees to provide and maintain adequate supplies and updated equipment as aligned with industry standards for the contracted SUPERINTENDENT’S CTE classes. Additionally, any necessities will be paid by DISTRICT such as health department license fees, medical waste pickup, hazardous waste cost, student certification cost, student organization cost, equipment maintenance, and repair, etc. Request for supplies, equipment and necessities will be consistent with similar SUPERINTENDENT’S CTE classrooms. DISTRICT will be responsible to purchase appropriate computers, software and books for classes and SUPERINTENDENT will provide technical assistance in doing so, as described in **Attachment A, Services.**
4. **District Student Attendance:** The CTE teacher contracted by DISTRICT will maintain accurate and timely District Student Attendance Records, Grade and Assessment Records, and Placement Data.
5. **ADA:** Average Daily Attendance (ADA) for all SUPERINTENDENT’S CTE courses will be claimed by DISTRICT.
6. **Counseling/Outreach:** DISTRICT shall provide enrollment counseling, outreach and awareness for CTE classes/programs.
7. **Use of District Property:** DISTRICT agrees to provide DISTRICT property (Facility) to SUPERINTENDENT for the purpose of conducting educational instruction through the Career Technical Education Program within the School District boundaries at the following campuses:

School Name	Address
California Military Institute	755 North A Street Perris, CA 92570

The Facility shall include appropriate classroom and auxiliary space along with data, electrical and the non-exclusive use of the parking areas.

DISTRICT shall permit access to the Facility by all SUPERINTENDENT staff and contract personnel considered essential to the operation of the CTE program.

8. **Data Access:** DISTRICT shall provide SUPERINTENDENT’S assigned employees with appropriate tools to access the internet, DISTRICT and SUPERINTENDENT’S email, DISTRICT telephone system, District student management system, DISTRICT standard electronic grade book system and DISTRICT assessment data system in a manner consistent with the access provided DISTRICT employees in a like assignment or with like duties. SUPERINTENDENT’S Assigned Employees shall use such services and tools for official purposes only and in accordance with DISTRICT’S Acceptable Use Policy.
9. **Program Changes Notification:** If at any point during this 3 year agreement, DISTRICT decides to revise program offerings in the next school year (i.e., changes from one (1) occupational program to another), DISTRICT will provide written notice by October 31st of the preceding fiscal year.
10. **All Call Alert System:** DISTRICT agrees to add SUPERINTENDENT’S emergency reporting number, (951) 826-7775, to both DISTRICT’S staff and student all call alert system(s). Additionally, DISTRICT agrees to add SUPERINTENDENT’S assigned Principal to DISTRICT’S all call alert system(s) and ensure that all relevant site security information is forwarded to SUPERINTENDENT’S Principal in a timely manner.

11. **Safety Drill Participation:** SUPERINTENDENT operated special education classes will be provided advanced notification by DISTRICT and participate in all school site safety drills including but not limited to fire, earthquake, and active shooter drills.

SUPERINTENDENT HEREBY AGREES TO:

1. **Qualifications:** SUPERINTENDENT agrees to provide qualified instructional and related ancillary staff (“Assigned Employees”) as may be required to satisfactorily deliver the specific CTE Program at the Facility.
2. **Oversight and Evaluation:** SUPERINTENDENT agrees to provide Administration oversight and evaluation of all instructional staff as per the bilateral agreement between Riverside County Superintendent of Schools and the Riverside County Office Teachers Association (RCOTA).
3. **Compliance:** SUPERINTENDENT’S Assigned Employees shall be:
 - A. Appropriately credentialed for the subject matter taught.
 - B. Fit for duty. SUPERINTENDENT shall enforce appropriate discipline and good order upon itself and its employees, and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. Any person in the employ of SUPERINTENDENT, or an agent thereof, whom DISTRICT, in its sole discretion, may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement.
 - C. Compliant with the criminal background check requirements of California Education Code Section 45125.1 and that none of SUPERINTENDENT’S employees or agents that may come in contact with DISTRICT’S students have been convicted of a violent felony listed in California Penal Code Section 1192.7 (c).
 - D. Free of active tuberculosis as evidenced by the submission to an examination within the past four (4) years. This requirement shall be consistent with the requirements for school employees as defined in California Education Code Section 49406.
4. **Mandated Reporter Procedures:** SUPERINTENDENT shall establish a procedure acceptable to DISTRICT to ensure that SUPERINTENDENT’S Assigned Employees and/or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.
5. **RCOTA Contract:** SUPERINTENDENT shall adhere to RCOTA contract for RCOE instructors.

BOTH PARTIES HEREBY MUTUALLY AGREE TO:

In consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is also understood and agreed as follows:

1. **Compensation:** DISTRICT agrees to pay SUPERINTENDENT as follows:

<u># of FTE Instructors</u>	<u>FTE Instructor Cost</u> \$145,494.06 per FTE	<u>Support Service Fee</u> 3%	<u>Total Annual Cost</u>
2	\$290,988.12	\$8,729.64	\$299,717.76

Said amount shall not be less than the cost of providing said services, and payable within forty-five days from receipt of an invoice(s). SUPERINTENDENT shall invoice DISTRICT, July 1st of each year of this Agreement.

2. **Independent Contractor:** SUPERINTENDENT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of DISTRICT.
3. **Workers' Compensation:** SUPERINTENDENT certifies that it is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this contract.
4. **Fingerprinting:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to certify that its employees who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Compliance with this condition & with the related fingerprinting requirements, is a condition of this Agreement and DISTRICT reserves the right to terminate the contract at any time for noncompliance.
5. **Occupational Safety and Health Administration (OSHA):** SUPERINTENDENT hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
6. **Assignment of Contract:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other party will be deemed void and of no force or effect.
7. **Mutual Hold Harmless:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
8. **Amendment:** This Agreement may only be amended in writing by the mutual consent of the parties hereto except that SUPERINTENDENT may unilaterally amend this Agreement to accomplish the below-listed changes:
 - A. Increases and decreases to annual costs to recover any changes in salary or benefits which are approved and implemented by SUPERINTENDENT.

By signing this agreement, DISTRICT acknowledges and agrees to the terms and conditions including the following exhibits:

A. **ATTACHMENT A-Services**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Perris Union High School District
155 East Fourth Street
Perris, CA 92570

Signed _____

Signed _____

Printed Name and Title

Printed Name and Title

Dated _____

Dated _____

ATTACHMENT A
Services

RCOE CTE, on behalf of SUPERINTENDENT, will provide for DISTRICT the following services:

- The course is based on the California Career Technical Education Model Curriculum Standards and incorporates both the anchor standards and pathways (content) standards.
- The course is integral to a CTE sequence of courses and ascribable to one (1) of the 15 industry sectors and 58 career pathways. (See the California Career Technical Education Model Curriculum Standards).
- The course has no less than 50 percent of course curriculum and content directly related to the development of career knowledge and specific industry skills that are used in the workplace. The course provides students with an understanding of all aspects of the industry in which they are preparing to enter, in addition to theoretical and/or background knowledge about the industry.
- The course will be taught by an appropriately credentialed teacher as determined by the California Commission on Teacher Credentialing. The teacher:
 - Possesses a standard secondary, single-subject or designated-subject credential which authorizes the teaching of the CTE course(s) to which she/he is assigned, (a Single Subject, Designated Subject, Single Subject with Subject matter Authorization, New Career Technical Education Credential by industry sector), AND;
 - Has employment experience, outside of education, in the career pathway addressed by the CTE program or other evidence of equivalent proficiency.
- The course curriculum has been validated by business and industry representatives who have worked with educators to shape the overall design, instruction, and assessment of the CTE program.
- The course develops student leadership, career management, and entrepreneurial skills. These skills can be developed through the course curriculum or through a Career Technical Student Organization (CTSO).

Other services RCOE/CTE will provide are:

- Supervision and evaluation of all RCOE CTE instructors.
- CTE Program Certification & Accreditation Expertise
- Employment Trends
- Industry Sector/Labor Market Information Expertise
- Course Sequence Alignment and Coherence, including Post-Secondary Involvement
- Articulated Courses and Systematic review w/Institutions of Higher Education

- Business Internship Program for Students/Work Based Learning Integration
- Business Affiliation System
- Personnel/Credentialing Expertise
- Pathway Creation
- CTE Grant Expertise
- Community Classroom Participants – Workers Compensation Liability Insurance
- CTE California Standards Course Analysis and Alignment