

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
 3939 Thirteenth Street
 Riverside, California 92501

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**, hereinafter referred to as the “DISTRICT”;

RECITALS

The 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).

THE DISTRICT HEREBY AGREES TO:

1. **Full-Time Equivalents:** The SUPERINTENDENT’S Career Technical Education Program, upon request of the DISTRICT, agrees to employ **seven (7)** Career Technical Education Instructors, at an annual cost of **\$101,427.62**, including salary and benefits per teacher. The Agreement may be amended to cover any increases in salary or benefits for the fiscal year, which are approved and implemented by the SUPERINTENDENT.

The DISTRICT agrees to employ through contract **seven (7)** instructor(s) in the following programs over the three (3) school-years as follows:

Program	Full-Time Equivalent (FTE)* *FTE = 6 Teaching Hours
Digital Instructor* (Heritage)	1.0
Law Enforcement Instructor (Heritage)	1.0
Marketing Instructor (Paloma Valley)	1.0
Sports Therapy Instructor (Paloma Valley)	1.0
Auto Instructor (Perris)	1.0
Culinary Instructor (Perris)	1.0
TV/Video Instructor (Perris)	1.0

Classes noted with an asterisk (*) are computer based-classes and costs are described in **Attachment B, Computer-Based Classes**.

Support Services Fee: In addition, the DISTRICT agrees to pay CTE support service fees annually, as outlined below and is described in **Attachment A, Services**, which is made part of this agreement by this reference.

Number of CTE Instructor Positions	Annual Amount
1 to 3 RCOE CTE Instructors in District	\$12,000.00
4 to 6 RCOE CTE Instructors in District	\$18,000.00
7 or more RCOE CTE Instructors in District	\$21,000.00
10 or more RCOE CTE Instructors in District	\$24,000.00

The DISTRICT shall pay the annual amount of \$21,000.00.

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

3. **Instructional Supply/Equipment/ Program Necessities:** The DISTRICT agrees to provide adequate supplies and updated equipment as aligned with industry standards for the contracted SUPERINTENDENT’S CTE classes. Additionally, any necessities will be paid by the 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 ‘SCTE classrooms. The DISTRICT will be responsible to purchase appropriate software and books for classes and the SUPERINTENDENT will provide technical assistance in doing so, as described in **Attachment B, Computer-Based Classes**.

4. **District Student Attendance:** The CTE teacher contracted by the 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 the SUPERINTENDENT’S CTE courses will be claimed by DISTRICT.

6. **Counseling/Outreach:** The DISTRICT shall provide enrollment counseling, outreach and awareness for CTE classes/programs.

7. **Use of District Property:** The DISTRICT agrees to provide the DISTRICT property to the SUPERINTENDENT for the purpose of conducting educational instruction through the Career Technical Education Program within the School District, at the following campuses:

School Name	Address
Heritage High School	26001 Briggs Road Menifee, CA 92585
Paloma Valley High School	31375 Bradley Road Menifee, CA 92584
Perris High School	175 East Nuevo Road

	Perris, CA 92571
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The Facility shall include appropriate classroom and auxiliary space along with data, electrical and the non-exclusive use of the parking areas.

The 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:** The DISTRICT shall provide the SUPERINTENDENT’S assigned employees with appropriate tools to access the internet, the DISTRICT and the 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 the DISTRICT employees in a like assignment or with like duties. The SUPERINTENDENT’S Assigned Employees shall use such services and tools for official purposes only and in accordance with the DISTRICT’S Acceptable Use Policy.
9. **Program changes notification:** If at any point during this 3 year agreement, the DISTRICT decides to revise program offerings (i.e. changes from one occupational program to another), the DISTRICT will provide written notice by January 15th of each year.
10. **All Call Alert System:** The DISTRICT agrees to add the SUPERINTENDENT’S emergency reporting number, (951) 826-7775, to both the DISTRICT’S staff and student all call alert system(s). Additionally, the district agrees to add the SUPERINTENDENT’S assigned Principal to the DISTRICT’S all call alert system(s) and ensure that all relevant site security information is forwarded to the SUPERINTENDENT’S Principal in a timely manner.
11. **Safety Drill Participation:** SUPERINTENDENT operated special education classes will be provided advanced notification by the DISTRICT and participate in all school site safety drills including but not limited to fire, earthquake, and active shooter drills.

THE SUPERINTENDENT HEREBY AGREES TO:

1. The 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. The 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. The SUPERINTENDENT’S Assigned Employees shall be:
 - a. Appropriately credentialed for the subject matter taught.
 - b. Fit for duty. The 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 the SUPERINTENDENT, or an agent thereof, whom the 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 the 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. The SUPERINTENDENT shall establish a procedure acceptable to the DISTRICT to ensure that the 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. The 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. **TERM:** The term of this agreement shall be from **July 1, 2018**, through **June 30, 2021**, for a total of three (3) school years. Either party may discontinue the agreement by giving written notice eight (8) months in advance of the final date (**June 30, 2021**).
2. **COMPENSATION:** The DISTRICT agrees to pay the SUPERINTENDENT the amount of **\$730,993.34**, said amount being not less than the cost of providing said services, and payable within forty-five (45) days from receipt of an invoice(s). The SUPERINTENDENT shall invoice the DISTRICT, July 1st of each fiscal year.
3. **INDEPENDENT CONTRACTOR:** The SUPERINTENDENT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the DISTRICT.
4. **WORKERS’ COMPENSATION:** The 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.
5. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires the 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, and with the related fingerprinting requirements, is a condition of this Agreement, and the DISTRICT reserves the right to terminate the contract at any time for noncompliance.
6. **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.

7. **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.

8. **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.

9. **AMENDMENT**: This agreement may only be amended in writing by the mutual consent of the parties hereto by January 15th for the upcoming school year.

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

Riverside County Superintendent of Schools
P.O Box 868
Riverside, CA 92502

Perris Union High School District
155 East Fourth Street
Perris, CA 92570-2124

Signed _____

Signed _____

Cynthia Glover Woods, Chief Academic Officer
Division of Educational Services

Printed Name and Title

Printed Name and Title

Dated _____

Dated _____

ATTACHMENT A SERVICES

RCOE CTE will provide for the 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 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

ATTACHMENT B
COMPUTER-BASED CLASSES

The DISTRICT is responsible for maintenance, upkeep and replacement of computers, printers and peripheral technology in classes and is aware that a replacement cost schedule shall be maintained by the DISTRICT, as a computer's general life of use is approximately five (5) years.

The DISTRICT will be responsible to purchase appropriate, hardware software and books for classes as determined by the SUPERINTENDENT.

The SUPERINTENDENT cannot obligate additional and/or future computer purchases or replacements.