

TEACHER SERVICES AGREEMENT

This Teacher Services Agreement (“Agreement”) is made and entered into effective July 1, 2017 by and between the Lemoore Union High School District (“District”) and Kings County Office of Education (“KCOE”), referred to collectively as the “Parties” expiring on June 30, 2020.

RECITALS

WHEREAS, the District offers Kings ROP programs at Lemoore High School through KCOE; and

WHEREAS, the District is interested in maintaining the Kings ROP programs as part of the District; and

WHEREAS, KCOE is willing to employ the teacher for the Kings ROP programs if the District will reimburse KCOE for all of the teacher’s salary and benefits and the teacher materials budget.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Program and Performance Objectives.** KCOE shall conduct classes at a District site consistent with the terms of this Agreement. KCOE will develop the Kings ROP curriculum consistent with the needs of students and the District.
2. **Term of Agreement.** This Agreement shall continue in full force until lawfully terminated as provided herein.
3. **Termination of Agreement.** Either Party may terminate this Agreement at the end of each fiscal year by providing the other Party with written notice no later than March 1 of that year.
4. **KCOE and District Responsibilities.** The Parties recognize that the size of the Kings ROP programs is subject to change from school year to school year depending on student interest in the Kings ROP classes and the number of classes established by KCOE. Therefore, the Parties may adjust the number of Kings ROP classes on a yearly basis without altering other terms of this Agreement.
 - a. **KCOE Responsibilities and Duties.** KCOE agrees to provide the following services:
 1. KCOE shall hire, supervise and evaluate a Kings ROP Teachers, who shall be appropriately credentialed for career technical education and whose qualifications will make them suitable to teach this course. The positions may be full-time or part-time.

2. KCOE will maintain written records which detail the student enrollment, attendance, student performance in the Kings ROP classes, costs for the teacher's salary, benefit costs, supplemental costs (i.e. workers compensation insurance and unemployment insurance), sub costs, supplies and books, equipment and consultant fees for the Kings ROP classes.

3. The Kings ROP classes will be held at Lemoore High School. KCOE will coordinate with the High School's Principal for the provision of classroom space consistent with KCOE's facilities use agreements with Lemoore Union School District.

4. KCOE will provide all necessary reports to the District regarding student enrollment in the Kings ROP classes, including, but not limited to attendance records, course completion records, and grade and discipline reports.

5. KCOE shall hire, manage and pay for the costs of the administrative staff.

b. District Responsibilities. The District agrees to provide the following services:

1. The District shall pay KCOE for the cost of the assignment as agreed upon in the annual Teacher Services Agreement of Kings ROP Teacher's annual salary, benefits, substitutes, and supplemental (instructional materials, curriculum, equipment, etc.) costs. Supplemental costs shall be mutually agreed upon in the prior year.

2. The District and KCOE will work collaboratively to develop the method for billing and payment for the teacher's costs.

3. The District will work collaboratively with KCOE to recruit and enroll students in the Kings ROP programs.

4. The District will provide appropriate classroom space and custodial services at no charge to KCOE at Lemoore High School for the Kings ROP programs. This classroom will be made available at times mutually agreed upon by KCOE and the District.

5. **Selection of Students and Nondiscrimination Policy.** Students shall be selected for participation in the Kings ROP classes based on student interest. When selecting students for participation in the Kings ROP classes, KCOE nor the District shall not unlawfully discriminate against any student on the basis of race, color, creed, national origin, sex, age, sexual orientation (actual or perceived characteristics), political affiliation, physical handicap, marital status or domicile.

6. **Valid Teaching Credential.** Instruction in the Kings ROP classes, including any and all classes, shall be provided only under the immediate supervision and control of a teacher who holds a valid California credential authorizing the career technical subject they will teach.

7. **Class Hours; Student Withdrawal from Classes; Transfer of Students.** Kings ROP classes shall be conducted in a manner consistent with KCOE's policies relating to the number of class hours sufficient to meet the state performance objectives, withdrawal of students prior to completion of course or Kings ROP classes, and transfer of students out of Kings ROP classes.

8. **Indemnity.** KCOE shall defend, indemnify, and hold harmless the District and its agents, employees, District Governing Board, and members of its Board, from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs including fees of consultants arising out of or resulting from: performance of its duties under this Agreement, including, but not limited to, damage to the District, its agents, employees, District Governing Board, or members of its Board, for any act, omission, negligence, or willful misconduct of KCOE or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, licensees or students. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

The District shall defend, indemnify, and hold harmless KCOE, its agents, employees, Governing Board, and members of its Governing Board from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs including fees of consultants arising out of or resulting from: performance of its duties under this Agreement, including, but not limited to, injury to or death of persons or damage to property or damage to KCOE, its agents, employees or students, for any act, omission, negligence, or willful misconduct of the District or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensee. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

9. **Insurance.** Without limiting KCOE's or the District's indemnification, it is agreed that the KCOE and the District have and shall maintain in force during the term of this Agreement comprehensive general liability policies. KCOE shall be named as an additional insured on the District's policy by endorsements. The policy shall provide that it is primary such that insurance maintained by the KCOE, if any, shall be excess and not co-primary. A copy of the declarations page of the District's insurance policy shall be attached to this Agreement as proof of insurance.

10. **Worker's Compensation Insurance.** KCOE agrees to provide all necessary workers compensation insurance for KCOE's employees and students.

11. **Nondiscrimination.** KCOE shall not unlawfully discriminate in its hiring or employment practices against any employee or applicant on the basis of race, color, creed, national origin, sex, age, sexual orientation (actual or perceived characteristics), political affiliation, physical handicap, marital status or domicile.

12. **Assignment.** KCOE shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

13. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon KCOE and the District and their respective successors and permitted assigns, if any.

14. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

15. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

16. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Parties, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

Debbie Muro
Superintendent
Lemoore Union
High School District
5 Powell Avenue
Lemoore, CA 93245

Tim Bowers
Superintendent
Kings County Superintendent of Schools
Kings County Office of Education
1144 W. Lacey Blvd.
Hanford, CA 93657

17. **Integration.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

18. **No External Promises, Representations or Warranties.** Each of the Parties acknowledges no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

19. **Modification.** Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by all the Parties.

20. **Interpretation.** Each of the Parties acknowledges and agreement that this Agreement in an accord and satisfaction to be construed as a whole according to its fair meaning and not in favor or nor against any of the Parties as draftsman or otherwise.

21. **Further Documents and Actions.** Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

22. **Choice of Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Kings.

23. **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

24. **Counterparts (Facsimiles).** This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signature on counterparts.

25. **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

**LEMOORE UNION
SCHOOL DISTRICT**

**KINGS COUNTY OFFICE OF EDUCATION
KINGS COUNTY SUPERINTENDENT OF
SCHOOLS**

By: _____

By: _____

Title: Superintendent

Title: Superintendent

Date: _____

Date: _____

KINGS COUNTY OFFICE OF EDUCATION

Teacher Services Agreement

Financial Detail

2016-2020

Kings County Office of Education will provide the services of:

PTE, Public Safety Instructors

FTE, Health Careers Instructor

as a two period block at Lemoore High School for the 2017-2020 school years. Kings County Office of Education will submit an itemized invoice to the District two times per year. The invoices will be sent at the end of the semesters in December and June for actual costs. The salary projections for the instructors are calculated with a 3% cola for each year, which may be subject to change.

Instructors may be eligible for a step and/or longevity increase within the three year period which is not included below. Costs below don't include supplemental costs as described in agreement:

Salary and Benefits totaling	2017 -2018 @ 50%	2018-2019 @ 100%	2019-2020 @ 100%
PTE, Public Safety	5196	10687	10984
PTE, Public Safety	4362	8974	9223
FTE, Health Careers	42610	87326	89433
Sub Cost - Estimate	3000	3000	3000
Teacher Materials	1500	1500	1500
\$500.00 per year per teacher			
Estimated Total:	<u>56668</u>	<u>111487</u>	<u>114140</u>

Lemoore Union High School District

Kings County Office of Education

By _____

By _____

Title Superintendent

Title Superintendent

Date _____

Date _____