

Teachers

ON RESERVE

School Agreement

TEACHERS ON RESERVE SCHOOL SERVICE AGREEMENT School Year 2018-2019

This School Service Agreement ("**Agreement**") is entered into by and between the "**School**" (specifically identified at the signature line of this Agreement) and Teachers on Reserve ("TOR") as follows:

1. School will assign a staff person to act as a contact for each particular TOR assigned teacher ("**Teacher**" or collectively, "**Teachers**"), and provide such Teacher with lesson plans and/or information about assigned duties, and the School's discipline, accident and emergency procedures, prior to our employee starting the assignment.
2. All assignments are to be scheduled through the TOR office, even continuation of existing assignments. Please do not ask any Teacher for his or her telephone numbers to schedule with them directly, because they are not at liberty to make those scheduling decisions. TOR will make every effort to assign a teacher the School has requested, provided TOR has enough notice to do so, and the requested teacher is available. Assignments are to be scheduled with the start time the Teacher is expected to arrive (TOR recommends at least 10 minutes prior to the actual class start time), and a stop time when the assignment is to end. Schools shall be billed for the approved hours on the Time Sheet, which reflect the assignment hours requested by the School, (including breaks). All assignments must be scheduled for a minimum of four or more hours per day. Assignments that are less than four hours per day will be billed as a four-hour minimum, with the exception of the following (which applies to advance-notice assignments only): If the Teacher arrives late, the School will be billed for the four hour minimum minus the amount of time the Teacher was late.
3. All applicable state wage and hour rules (including overtime for all hours in excess of 8 per day and 40 per work week) and employee meal and rest breaks will be consistently implemented. This includes at least ½ hour uninterrupted meal break for more than five hours work and/or 10 minutes for every 4 hours work. As required by CA Labor law if a Teacher is denied their meal or rest breaks and TOR is made aware, they may be billed for an additional hour of pay.
4. The School may extend or terminate an assignment for any reason by calling TOR immediately if there is a change in the original assignment's hours or days, or job duties; or if the School is not satisfied with the assigned Teacher's performance. If the School dismisses the Teacher after the Teacher arrives, and before the originally requested ending time due to scheduling changes for that day, emergency school closure or any unplanned schedule change the School will be billed for the full hours originally requested for that day. The School must contact TOR immediately to report dissatisfaction with any Teacher's performance
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6. If a School requests a Teacher for longer than one week, and the Teacher is required to do lesson planning, material preparation and/or grading, the School shall provide preparation time during the regularly scheduled hours of the

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7. If an assignment runs longer than 10 consecutive teaching days an additional \$15/day will be assessed.

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9. The School will be liable for accidents or injuries to children, Teachers or other TOR employees that occur due to the School's negligence or non-compliance with required OSHA, applicable State and Federal Labor Laws, licensing, adult/child ratio, health, fire, or safety standards. TOR reserves the right to remove its Teachers and other employees from any assignment that it becomes aware does not meet these guidelines. Additionally, the School shall indemnify, defend and hold harmless TOR for all expenses and losses (including without limitation reasonable attorneys' fees) resulting from or in any way relating to the negligence, misconduct or violation of law by the School, any of its employees including any Teacher.

10. Direct Placement: Should the School want to hire any Teachers On Reserve candidate which we propose to the School by introduction for permanent hire of any duration by the School in any educational capacity the School will be responsible for the standard Hiring Release Fee of 14% of the annual salary.

11. Temp-to-Perm Hire: Should the School want to hire any Teacher to use as a day-to-day or long-term substitute or on a permanent or short-term basis in any educational capacity including teacher, assistant teacher, tutor, camp counselor, after school care etc., within one year of each Teacher assignment, the School will be responsible for paying TOR a Hiring Release Fee. The School is to notify our office to arrange for release of each particular Teacher that the School desires to hire directly. The standard Hiring Release Fee is 14% of the Teacher's annual salary. The terms and conditions of the Release and Hiring Fee may be reduced based on the number of hours the particular Teacher has been continuously assigned to the School. A Release Agreement will be prepared by Teachers on Reserve LLC. Temporary-to-Full Time Placement Release Fee Credit: If the particular Teacher you wish to hire has worked more than 160 continuous hours (on the same assignment) at your School, you will be eligible for a credit to reduce your Release Fee for that particular Teacher. The Release Fee will be prorated based on the total number of hours of substitute work in accordance with the following schedule:

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12. Payment for TOR Services is due upon receipt of an invoice listing all assignments for the previous week. Schools may be eligible for a 2% discount on hourly billing rates if invoices are paid consistently each quarter, within twenty days of each invoice date. The discount will appear on each invoice for which the School is eligible. A 1.5% Late Charge will be added to all invoices over 30 days old.

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Name of School

American Indian Public Charter Middle School #1

School Administrator Name

Title of School Representative

Electronic Signature

Today's Date

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Name of School

American Indian Public High School

School Administrator Name

Title of School Representative

Electronic Signature

Today's Date

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Title of School Representative

Electronic Signature

Today's Date

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