

APPENDIX F
AGREEMENT

California Teachers Association (hereinafter “CTA”), the Chapter and the District hereby agree as follows:

a. CTA agrees to defend and indemnify the District and the Chapter against legal action by any certificated employee of the District challenging the legality of Government Code 3540.1 (i) or 3546 or its implementation.

b. Upon commencement of such legal action, CTA shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or the Chapter because of such action shall or shall not be compromised, resisted, defended, tried or appealed. CTA’s decision thereon shall be final and binding upon all parties to this Agreement.

c. The Chapter and the District, immediately upon receipt of notice of such legal action against either or both of them, shall inform CTA of such action, provide CTA with all information, documents, and assistance necessary for CTA’s defense or settlement of such action and fully cooperate with CTA in providing all necessary witnesses, experts and assistance necessary for said defense.

d. CTA, upon its compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.

e. CTA, upon final order and judgment of a court of competent jurisdiction awarding damages to any employee of the District, shall immediately pay to such employee all sums owing under such order and judgment.