

Agreement No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**INDEPENDENT CONSULTANT MASTER AGREEMENT FOR DIRECT OR ONGOING SPECIAL SERVICES**

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 20th day of July in the year 20 17 between the **West Contra Costa Unified School District** ("District") and Bay Area Community Resources ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The District may issue a Purchase Order(s) to Consultant specifically indicating the scope of Services or Work to be performed by Consultant as needed pursuant to this Agreement.

- 1.1. The Parties intend that each school site within the District at which Consultant will provide Services shall have a specific description for Services to be performed at that particular site and will be attached hereto as Exhibit "B."

2. **Term.** Consultant shall commence providing services under this Agreement on July 20, 20 17 and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 20 18. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u> Signed Agreement	<u> X </u> Workers' Compensation Certificate
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> W-9 Form
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Fingerprinting/Criminal Background
<u> X </u> Tuberculosis Clearance Certification	Investigation Certification
<u> X </u> Employment Determination Guide	<u> X </u> 590 Form

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **the Exhibit "B" to Direct or Ongoing Special Services Agreement.**

- 4.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's

written approval of the Work, or the portion of the Work for which payment is to be made.

- 4.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.
5. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Standard of Care.**
 - 7.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 7.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 7.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 7.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
8. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during

the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

12. Insurance.

12.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

12.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance, which shall include coverage related to sexual abuse or molestation, and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

12.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement Individual Setting	Minimum Requirement Group Setting
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, Medical Payments and Abuse and Molestation. Each Occurrence General Aggregate	\$ 3,000,000 \$ 5,000,000	\$1,000,000 \$3,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000	\$1,000,000 \$2,000,000
Professional Liability	\$ 1,000,000	\$1,000,000
Workers Compensation	Statutory Limits	Statutory Limits
Employer's Liability	\$ 1,000,000	\$1,000,000

12.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 12.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 12.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
13. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
14. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
15. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
16. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not

approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement.

17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.
 - 21.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;
 - 21.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and
 - 21.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or

other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

22. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
23. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
24. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
 - 24.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
 - 24.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
 - 24.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
 - 24.4. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.
 - 24.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall

immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

- 24.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.
25. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 25.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 25.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25.3. Submit mid-year and year end reports on services rendered and progress toward achieving outcome.
26. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
27. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
28. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

West Contra Costa Unified School District

Consultant

Elizabeth Carmody

1108 Bissell Avenue

Richmond, CA. 94801

Tel: 510-307-4526 ; Fax:
E-mail: partnerships@wccusd.net
ATTN: _____

Tel: _____ ; Fax:
E-mail: _____
ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

30. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
31. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Agreement Number.** The District will issue an agreement and/or purchase order number for this Agreement as part of the District's fiscal accounting and payment procedures. The agreement number shall be included in all requests for payment hereunder. The District may change the agreement number during the term of the Agreement. The District's revision of an agreement number shall not be considered a material or substantive change to the Agreement.
35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
36. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20__

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT

Bay Area Community Resources

Date: _____, 20__

By: _____

Print Name: Martin Weinstein

Title: CEO

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

Information regarding Consultant:

Consultant: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

☐ Individual ☐ Sole Proprietorship

☐ Partnership ☐ Limited Partnership

☐ Limited Liability Company

☐ Corporation, State: _____

☐ Other: _____

Employer Identification and/or Social Security Number:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Martin Weinstein

Title: _____

CEO

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services ("Agreement"):

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Staffing Changes Staff changes must be communicated to the WCCUSD Community Engagement Office in writing before commencement of work with students along with WCCUSD Consultant Roster certifying that staff meet all the district requirements.

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

I certify that we have fingerprinted and received subsequent arrest reports and will provide the West Contra Costa Unified School District with rosters of staff and insure that all staff, volunteers, etc., receive and wear their contractor badge while on District property. We will notify the District if any infractions occur and will collect and return badges when necessary if an employee leaves or is terminated and at the end of the Term.

Agency ORI#: _____
 Date: _____
 Name of Consultant or Company: Bay Area Community Resources
 Signature: _____
 Print Name and Title: Martin Weinstein

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, volunteers and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.



The Consultant ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days or have had one done within the last 4 years on file to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

Date:

Proper Name of Consultant:

Bay Area Community Resources

Signature:

Print Name:

Martin Weinstein

Title:

CEO

7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of July in the year 2017, between the **West Contra Costa Unified School District** ("District") and Bay Area Community Resources ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: _____ ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit on July 20, 2017 and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 2018. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2. Account Number	3. Funding Source	Amount
01-0670-5100-352-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-352-1110-3140-200158-0-4240	LCFF Goal 4	25,000.00
		\$ 75,000.00

- Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

Establish and coordinate with the site and district administrators to assess youth needs and implement student support services, health services and programs necessary to meet those varying needs. These may include but are not limited to mental health, youth development, health education and other support services. Coordination of services may also include school climate programs, expanded learning opportunities, health and wellness programs, family engagement programs, and coordination of community partner programs. Services will be available to the entire student body at DeAnza High School. Please see attached scope of work for additional information.

- Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All students will have access to various student support services and programs, including but not limited to, health services.

- Outcome / Deliverables.** Explain what you hope to accomplish by having this service.
To improve coordination of services and expand school health/mental health services at DeAnza High School. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

- Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

Requisition No.:
Purchase Order No.: _____

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
<input type="checkbox"/>	Goal 5: Provide Based Services to All Students

9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Seventy Five Thousand Dollars **Dollars (\$ 75000.00)**.

10.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

10.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

11. **Contact Information.**

WCCUSD-School or Department Contact Information

Elizabeth Carmody
1108 Bissell Avenue
Richmond, CA 94801
Tel: 510-231-1194 ; Fax: _____
E-mail: elizabeth.carmody@wccusd.net
ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Martin Weinstein

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.: _____
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: Martin Weinstein

Title: CEO

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Elizabeth Carmody
Director

Steve Collins
Assistant Superintendent

Community Schools Coordination Addendum

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter "District") and the Bay Area Community Resources (hereinafter "BACR") for the Full Service Community Schools Coordination at DeAnza High School.

The parties agree that:

1. The BACR will develop positive relationships with Administration, teachers and staff at school site, as well as WCCUSD, city, county, and other partner agency staff and families.
2. The BACR will be the liaison among partner agencies, school/district staff and community of DeAnza High School to facilitate delivery of student health and support services.
3. The BACR will work with the District and school administration to identify promising models and best practices to improve services to DeAnza High School staff, students and community.
4. The BACR will continue to work collaboratively with partner agencies and the DeAnza High School staff, students and community to improve student health services.
5. The BACR will work with the District administration and other full service community school coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The BACR shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.
7. The BACR will participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE/COST team, and student success team.
8. The BACR will facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring and mentoring, youth development/student leadership activities, and family related needs.
9. The BACR will develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
10. The BACR will co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.

31. The BACR will notify and inform students of their legal rights per the California Youth Act.
32. The BACR will comply with student attendance and clearance procedures as determined by WCCUSD.
33. The BACR will assist site/district administration in facilitating paperwork between partner agencies and WCCUSD, complying with the District's partnership process.
34. The BACR will meet weekly with site Administration team or designee.
35. The BACR will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The BACR will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The BACR will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The BACR will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
4. The school will include the coordinators at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
2				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
3				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
4				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
5				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
6				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
7				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
8				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
9				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
10				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
11				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
12				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
13				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
14				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
15				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
16				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
17				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
18				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
19				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
20				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____

7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of July in the year 20 17, between the **West Contra Costa Unified School District** ("District") and Bay Area Community Resources ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: _____ ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

1. **Term.** Consultant shall commence providing services under this Exhibit on July 20, 20 17, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 20 18. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2. Account Number	3. Funding Source	Amount
01-0670-5100-208-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-208-1110-3140-200158-0-4240	LCFF Goal 4	25,000.00

\$ 75,000.00

4. **Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

Establish and coordinate with the site and district administrators to assess youth needs and implement student support services, health services and programs necessary to meet those varying needs. These may include but are not limited to mental health, youth development, health education and other support services. Coordination of services may also include school climate programs, expanded learning opportunities, health and wellness programs, family engagement programs, and coordination of community partner programs. Services will be available to the entire student body at DeJean Middle School. Please see attached scope of work for additional information.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All students will have access to various student support services and programs, including but not limited to, health services.

6. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.

To improve coordination of services and expand school health/mental health services at DeJean Middle School. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

7. **Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
<input type="checkbox"/>	Goal 5: Provide Based Services to All Students

9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Seventy Five Thousand Dollars **Dollars (\$ 75000.00)**.

10.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

10.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

11. **Contact Information.**

WCCUSD-School or Department Contact Information

Elizabeth Carmody
1108 Bissell Avenue
Richmond, CA 94801
Tel: 510-231-1194 ; Fax: _____
E-mail: elizabeth.carmody@wccusd.net
ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Martin Weinstein

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
- 12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: Martin Weinstein

Title: CEO

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

Community Schools Coordination Addendum

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter "District") and the Bay Area Community Resources (hereinafter "BACR") for the Full Service Community Schools Coordination at DeJean Middle School.

The parties agree that:

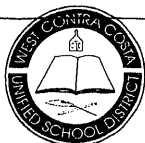
1. The BACR will develop positive relationships with Administration, teachers and staff at school site, as well as WCCUSD, city, county, and other partner agency staff and families.
2. The BACR will be the liaison among partner agencies, school/district staff and community of DeJean Middle School to facilitate delivery of student health and support services.
3. The BACR will work with the District and school administration to identify promising models and best practices to improve services to DeJean Middle School staff, students and community.
4. The BACR will continue to work collaboratively with partner agencies and the DeJean Middle School staff, students and community to improve student health services.
5. The BACR will work with the District administration and other full service community school coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The BACR shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.
7. The BACR will participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE/COST team, and student success team.
8. The BACR will facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring and mentoring, youth development/student leadership activities, and family related needs.
9. The BACR will develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
10. The BACR will co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.

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34. The BACR will meet weekly with site Administration team or designee.
35. The BACR will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The BACR will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The BACR will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The BACR will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
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This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
2				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
3				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
4				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
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9				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
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15				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
16				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
17				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
18				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
19				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
20				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:

Requisition No.: _____
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of July in the year 20 17, between the **West Contra Costa Unified School District** ("District") and Bay Area Community Resources ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

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01-0670-5100-376-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-376-1110-3140-200158-0-4240	LCFF Goal 4	25,000.00

\$ 75,000.00

4. **Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

Establish and coordinate with the site and district administrators to assess youth needs and implement student support services, health services and programs necessary to meet those varying needs. These may include but are not limited to mental health, youth development, health education and other support services. Coordination of services may also include school climate programs, expanded learning opportunities, health and wellness programs, family engagement programs, and coordination of community partner programs. Services will be available to the entire student body at Hercules High School. Please see attached scope of work for additional information.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All students will have access to various student support services and programs, including but not limited to, health services.

6. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.

To improve coordination of services and expand school health/mental health services at Hercules High School. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

7. **Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
<input type="checkbox"/>	Goal 5: Provide Based Services to All Students

9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

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10.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

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11. **Contact Information.**

WCCUSD-School or Department Contact Information

Elizabeth Carmody
1108 Bissell Avenue
Richmond, CA 94801
Tel: 510-231-1194 ; Fax: _____
E-mail: elizabeth.carmody@wccusd.net
ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Martin Weinstein

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.: _____
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: Martin Weinstin

Title: CEO

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

Community Schools Coordination Addendum

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter "District") and the Bay Area Community Resources (hereinafter "BACR") for the Full Service Community Schools Coordination at Hercules High School.

The parties agree that:

1. The BACR will develop positive relationships with Administration, teachers and staff at school site, as well as WCCUSD, city, county, and other partner agency staff and families.
2. The BACR will be the liaison among partner agencies, school/district staff and community of Hercules High School to facilitate delivery of student health and support services.
3. The BACR will work with the District and school administration to identify promising models and best practices to improve services to Hercules High School staff, students and community.
4. The BACR will continue to work collaboratively with partner agencies and the Hercules High School staff, students and community to improve student health services.
5. The BACR will work with the District administration and other full service community school coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The BACR shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.
7. The BACR will participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE/COST team, and student success team.
8. The BACR will facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring and mentoring, youth development/student leadership activities, and family related needs.
9. The BACR will develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
10. The BACR will co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.

31. The BACR will notify and inform students of their legal rights per the California Youth Act.
32. The BACR will comply with student attendance and clearance procedures as determined by WCCUSD.
33. The BACR will assist site/district administration in facilitating paperwork between partner agencies and WCCUSD, complying with the District's partnership process.
34. The BACR will meet weekly with site Administration team or designee.
35. The BACR will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The BACR will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The BACR will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The BACR will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
4. The school will include the coordinators at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

**** All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
2				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
3				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
4				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
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17				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
18				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
19				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
20				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:

Agreement No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**INDEPENDENT CONSULTANT MASTER AGREEMENT FOR DIRECT OR ONGOING SPECIAL SERVICES**

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 20th day of July in the year 20 17 between the **West Contra Costa Unified School District** ("District") and City of San Pablo ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The District may issue a Purchase Order(s) to Consultant specifically indicating the scope of Services or Work to be performed by Consultant as needed pursuant to this Agreement.

- 1.1. The Parties intend that each school site within the District at which Consultant will provide Services shall have a specific description for Services to be performed at that particular site and will be attached hereto as Exhibit "B."

2. **Term.** Consultant shall commence providing services under this Agreement on July 20, 20 17 and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 20 18. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>X</u> Signed Agreement	<u>X</u> Workers' Compensation Certificate
<u>X</u> Insurance Certificates & Endorsements	<u>X</u> W-9 Form
<u>N/A</u> Bonds (as requested by District)	<u>X</u> Fingerprinting/Criminal Background
<u>X</u> Tuberculosis Clearance Certification	Investigation Certification
<u>X</u> Employment Determination Guide	<u>X</u> 590 Form

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **the Exhibit "B" to Direct or Ongoing Special Services Agreement.**

- 4.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's

written approval of the Work, or the portion of the Work for which payment is to be made.

- 4.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.
5. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Standard of Care.**
 - 7.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 7.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 7.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 7.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
8. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during

the terms of this Agreement by the Consultant are proprietary to the Consultant. The Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Both Parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. The Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.

10. Termination.

10.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

10.2. Without Cause by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

10.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

10.3.1. material violation of this Agreement by the Consultant; or

10.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

10.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

10.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

11. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation

the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

12. Insurance.

12.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

12.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance, which shall include coverage related to sexual abuse or molestation, and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

12.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement Individual Setting	Minimum Requirement Group Setting
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, Medical Payments and Abuse and Molestation. Each Occurrence General Aggregate	\$ 3,000,000 \$ 5,000,000	\$1,000,000 \$3,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000	\$1,000,000 \$2,000,000
Professional Liability	\$ 1,000,000	\$1,000,000
Workers Compensation	Statutory Limits	Statutory Limits
Employer's Liability	\$ 1,000,000	\$1,000,000

12.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 12.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 12.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
13. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
14. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
15. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
16. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not

approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement.

17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.
 - 21.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;
 - 21.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and
 - 21.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or

other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

22. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
23. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
24. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
 - 24.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
 - 24.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
 - 24.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
 - 24.4. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.
 - 24.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall

immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

- 24.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.
25. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 25.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 25.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25.3. Submit mid-year and year end reports on services rendered and progress toward achieving outcome.
26. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
27. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
28. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

West Contra Costa Unified School District

Consultant

Elizabeth Carmody

1108 Bissell Avenue

Richmond, CA. 94801

Tel: 510-307-4526 ; Fax:
E-mail: partnerships@wccusd.net
ATTN: _____

Tel: _____ ; Fax:
E-mail: _____
ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

30. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
31. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Agreement Number.** The District will issue an agreement and/or purchase order number for this Agreement as part of the District's fiscal accounting and payment procedures. The agreement number shall be included in all requests for payment hereunder. The District may change the agreement number during the term of the Agreement. The District's revision of an agreement number shall not be considered a material or substantive change to the Agreement.
35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
36. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20____

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT

Bay Area Community Resources

Date: _____, 20____

By: _____

Print Name: Martin Weinstein

Title: CEO

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

Information regarding Consultant:

Consultant: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

☐ Individual ☐ Sole Proprietorship

☐ Partnership ☐ Limited Partnership

☐ Limited Liability Company

☐ Corporation, State: _____

☐ Other: _____

Employer Identification and/or Social Security Number:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: Martin Weinstein

Title: CEO

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services ("Agreement"):

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Staffing Changes Staff changes must be communicated to the WCCUSD Community Engagement Office in writing before commencement of work with students along with WCCUSD Consultant Roster certifying that staff meet all the district requirements.

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

I certify that we have fingerprinted and received subsequent arrest reports and will provide the West Contra Costa Unified School District with rosters of staff and insure that all staff, volunteers, etc., receive and wear their contractor badge while on District property. We will notify the District if any infractions occur and will collect and return badges when necessary if an employee leaves or is terminated and at the end of the Term.

Agency ORI#: _____
 Date: _____
 Name of Consultant or Company: Bay Area Community Resources
 Signature: _____
 Print Name and Title: Martin Weinstein

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, volunteers and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.



The Consultant ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days or have had one done within the last 4 years on file to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

Date:

Proper Name of Consultant:

City of San Pablo

Signature:

Print Name:

Title:

Matt Rodriguez

City Manager

Requisition No.: _____
 Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of July in the year 20 17, between the **West Contra Costa Unified School District** ("District") and City of San Pablo ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: _____ ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit on July 20, 20 17, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 20 18. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2. Account Number	3. Funding Source	Amount
01-0670-5100-643-1110-2495-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-643-1110-2495-200158-0-4240	LCFF Goal 4	25,000.00

\$ 75,000.00

- Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

To leverage partnership between Cities and Schools, WCCUSD will provide \$75,000 of funding to grow the Full Service Community Schools Initiative in the West Contra Costa Unified School District schools in the City of San Pablo. The City of San Pablo has agreed to match and expand these funds to hire Lead Agencies/Community Schools Coordinators at Helms, Dover, Lake, Bayview, and partially funded positions at Downer and Riverside. In addition, the funding will be utilized by lead agencies to subcontract for additional services supporting youth development and violence prevention, based on the needs of each individual school site. The City of San Pablo, in collaboration with WCCUSD, will be supervising these coordinators, overseeing their work plans and providing site support on implementation. Please see attached Community Schools Coordinator roles and responsibilities.

- Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?
 All students and staff at San Pablo Schools.

- Outcome / Deliverables.** Explain what you hope to accomplish by having this service.
 To improve coordination of services and expand school health/mental health services at all San Pablo WCCUSD schools. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

- Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
<input type="checkbox"/>	Goal 5: Provide Based Services to All Students

9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Seventy Five Thousand Dollars **Dollars (\$ 75000.00).**

10.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

10.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

11. **Contact Information.**

WCCUSD-School or Department Contact Information

Elizabeth Carmody
1108 Bissell Avenue
Richmond, CA 94801
Tel: 510-231-1194 ; Fax: _____
E-mail: elizabeth.carmody@wccusd.net
ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Martin Weinstein

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
- 12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: Martin Weinstin

Title: CEO

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801
Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

Community Schools Coordination Addendum

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter "District") and the City of San Pablo (hereinafter "COSP") for the Full Service Community Schools Coordination in San Pablo WCCUSD Schools

The parties agree that:

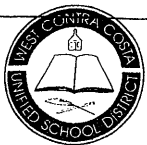
1. The COSP will develop positive relationships with Administration, teachers and staff at school site, as well as WCCUSD, city, county, and other partner agency staff and families.
2. The COSP will be the liaison among partner agencies, school/district staff and community of San Pablo WCCUSD Schools to facilitate delivery of student health and support services.
3. The COSP will work with the District and school administration to identify promising models and best practices to improve services to San Pablo WCCUSD Schools staff, students and community.
4. The COSP will continue to work collaboratively with partner agencies and the San Pablo WCCUSD Schools staff, students and community to improve student health services.
5. The COSP will work with the District administration and other full service community school coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The COSP shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.
7. The COSP will participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE/COST team, and student success team.
8. The COSP will facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring and mentoring, youth development/student leadership activities, and family related needs.
9. The COSP will develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
10. The COSP will co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.

31. The COSP will notify and inform students of their legal rights per the California Youth Act.
32. The COSP will comply with student attendance and clearance procedures as determined by WCCUSD.
33. The COSP will assist site/district administration in facilitating paperwork between partner agencies and WCCUSD, complying with the District's partnership process.
34. The COSP will meet weekly with site Administration team or designee.
35. The COSP will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The COSP will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The COSP will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The COSP will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
4. The school will include the coordinators at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

AGENCY CONTACT INFORMATION:

Academic Year 2017-18

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
2				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
3				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
4				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
5				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
6				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
7				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
8				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
9				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
10				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
11				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
12				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
13				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
14				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
15				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
16				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
17				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
18				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
19				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
20				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT MASTER AGREEMENT FOR DIRECT OR ONGOING SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 20th day of July in the year 2017 between the **West Contra Costa Unified School District** ("District") and YMCA of the East Bay ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The District may issue a Purchase Order(s) to Consultant specifically indicating the scope of Services or Work to be performed by Consultant as needed pursuant to this Agreement.

- 1.1. The Parties intend that each school site within the District at which Consultant will provide Services shall have a specific description for Services to be performed at that particular site and will be attached hereto as Exhibit "B."

2. **Term.** Consultant shall commence providing services under this Agreement on July 20, 2017 and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 2018. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>X</u> Signed Agreement	<u>X</u> Workers' Compensation Certificate
<u>X</u> Insurance Certificates & Endorsements	<u>X</u> W-9 Form
<u>N/A</u> Bonds (as requested by District)	<u>X</u> Fingerprinting/Criminal Background Investigation Certification
<u>X</u> Tuberculosis Clearance Certification	<u>X</u> 590 Form
<u>X</u> Employment Determination Guide	

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **the Exhibit "B" to Direct or Ongoing Special Services Agreement.**

- 4.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's

written approval of the Work, or the portion of the Work for which payment is to be made.

- 4.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.
5. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Standard of Care.**
 - 7.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 7.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 7.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 7.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
8. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during

the terms of this Agreement by the Consultant are proprietary to the Consultant. The Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Both Parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. The Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.

10. Termination.

10.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

10.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

10.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

10.3.1. material violation of this Agreement by the Consultant; or

10.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

10.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

10.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

11. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation

the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

12. Insurance.

12.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

12.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance, which shall include coverage related to sexual abuse or molestation, and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

12.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement Individual Setting	Minimum Requirement Group Setting
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, Medical Payments and Abuse and Molestation.		
Each Occurrence	\$ 3,000,000	\$1,000,000
General Aggregate	\$ 5,000,000	\$3,000,000
Automobile Liability Insurance - Any Auto		
Each Occurrence	\$ 1,000,000	\$1,000,000
General Aggregate	\$ 2,000,000	\$2,000,000
Professional Liability	\$ 1,000,000	\$1,000,000
Workers Compensation	Statutory Limits	Statutory Limits
Employer's Liability	\$ 1,000,000	\$1,000,000

12.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 12.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 12.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 13. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 14. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
- 15. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
- 16. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not

- approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
 18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
 19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
 20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
 21. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.
 - 21.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;
 - 21.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and
 - 21.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or

other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

22. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
23. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
24. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
 - 24.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
 - 24.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
 - 24.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
 - 24.4. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.
 - 24.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall

immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

- 24.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.
25. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 25.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 25.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25.3. Submit mid-year and year end reports on services rendered and progress toward achieving outcome.
26. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
27. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
28. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

West Contra Costa Unified School District

Consultant

Elizabeth Carmody

1108 Bissell Avenue

Richmond, CA. 94801

Tel: 510-307-4526 ; Fax:
E-mail: partnerships@wccusd.net
ATTN: _____

Tel: _____ ; Fax:
E-mail: _____
ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

30. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
31. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Agreement Number.** The District will issue an agreement and/or purchase order number for this Agreement as part of the District's fiscal accounting and payment procedures. The agreement number shall be included in all requests for payment hereunder. The District may change the agreement number during the term of the Agreement. The District's revision of an agreement number shall not be considered a material or substantive change to the Agreement.
35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
36. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Agreement No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20__

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT

YMCA of the East Bay

Date: _____, 20__

By: _____

Print Name: Gina Fromer

Title: Vice President/Regional Executive Director

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

Information regarding Consultant:

Consultant: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

☐ Individual ☐ Sole Proprietorship

☐ Partnership ☐ Limited Partnership

☐ Limited Liability Company

☐ Corporation, State: _____

☐ Other: _____

Employer Identification and/or Social Security Number:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: Gina Fromer

Title: Vice President/Regional Executive Director

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services ("Agreement"):

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Staffing Changes Staff changes must be communicated to the WCCUSD Community Engagement Office in writing before commencement of work with students along with WCCUSD Consultant Roster certifying that staff meet all the district requirements.

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

I certify that we have fingerprinted and received subsequent arrest reports and will provide the West Contra Costa Unified School District with rosters of staff and insure that all staff, volunteers, etc., receive and wear their contractor badge while on District property. We will notify the District if any infractions occur and will collect and return badges when necessary if an employee leaves or is terminated and at the end of the Term.

Agency ORI#: _____
 Date: _____
 Name of Consultant or Company: YMCA of the East Bay
 Signature: _____
 Print Name and Title: Gina Fromer, Vice President/Regional Executive Director

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, volunteers and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.



The Consultant ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days or have had one done within the last 4 years on file to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

Date:

Proper Name of Consultant:

YMCA of the East Bay

Signature:

Print Name:

Title:

Gina Fromer

Vice President/Regional Executive Director

7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of July in the year 20 17, between the **West Contra Costa Unified School District** ("District") and YMCA of the East Bay ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: _____ ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

1. **Term.** Consultant shall commence providing services under this Exhibit on July 20, 20 17, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 20 18. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2. Account Number	3. Funding Source	Amount
01-0670-5100-112-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-112-1110-3140-200158-0-4240	LCFF Goal 4	25,000.00

\$ 75,000.00

4. **Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

Establish and coordinate with the site and district administrators to assess youth needs and implement student support services, health services and programs necessary to meet those varying needs. These may include but are not limited to mental health, youth development, health education and other support services. Coordination of services may also include school climate programs, expanded learning opportunities, health and wellness programs, family engagement programs, and coordination of community partner programs. Services will be available to the entire student body at Coronado Elementary School. Please see attached scope of work for additional information.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All students will have access to various student support services and programs, including but not limited to, health services.

6. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.

To improve coordination of services and expand school health/mental health services at Coronado Elementary School. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

7. **Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
<input type="checkbox"/>	Goal 5: Provide Based Services to All Students

9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Seventy Five Thousand Dollars **Dollars (\$ 75000.00).**

- 10.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 10.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

11. **Contact Information.**

WCCUSD-School or Department Contact Information

Elizabeth Carmody
1108 Bissell Avenue
Richmond, CA 94801
Tel: 510-231-1194 ; Fax: _____
E-mail: elizabeth.carmody@wccusd.net
ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Gina Fromer

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
- 12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: _____

Title: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

Community Schools Coordination Addendum

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter "District") and the YMCA of the East Bay (hereinafter "YMCA") for the Full Service Community Schools Coordination at Coronado Elementary School.

The parties agree that:

1. The YMCA will develop positive relationships with Administration, teachers and staff at school site, as well as WCCUSD, city, county, and other partner agency staff and families.
2. The YMCA will be the liaison among partner agencies, school/district staff and community of Coronado Elementary School to facilitate delivery of student health and support services.
3. The YMCA will work with the District and school administration to identify promising models and best practices to improve services to Coronado Elementary School staff, students and community.
4. The YMCA will continue to work collaboratively with partner agencies and the Coronado Elementary School staff, students and community to improve student health services.
5. The YMCA will work with the District administration and other full service community school coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The YMCA shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.
7. The YMCA will participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE/COST team, and student success team.
8. The YMCA will facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring and mentoring, youth development/student leadership activities, and family related needs.
9. The YMCA will develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
10. The YMCA will co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.

30. The YMCA will support crisis response, as requested by WCCUSD's crisis response team.
31. The YMCA will notify and inform students of their legal rights per the California Youth Act.
32. The YMCA will comply with student attendance and clearance procedures as determined by WCCUSD.
33. The YMCA will assist site/district administration in facilitating paperwork between partner agencies and WCCUSD, complying with the District's partnership process.
34. The YMCA will meet weekly with site Administration team or designee.
35. The YMCA will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The YMCA will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The YMCA will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
4. The school will include the coordinators at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
2				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
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7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of July in the year 20 17, between the **West Contra Costa Unified School District** ("District") and YMCA of the East Bay ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: _____ ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

1. **Term.** Consultant shall commence providing services under this Exhibit on July 20, 20 17, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 20 18. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2. Account Number	3. Funding Source	Amount
01-0670-5100-206-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-206-1110-3140-200158-0-4240	LCFF Goal 4	25,000.00

\$ 75,000.00

4. **Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

Establish and coordinate with the site and district administrators to assess youth needs and implement student support services, health services and programs necessary to meet those varying needs. These may include but are not limited to mental health, youth development, health education and other support services. Coordination of services may also include school climate programs, expanded learning opportunities, health and wellness programs, family engagement programs, and coordination of community partner programs. Services will be available to the entire student body at Crespi Middle School. Please see attached scope of work for additional information.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All students will have access to various student support services and programs, including but not limited to, health services.

6. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.

To improve coordination of services and expand school health/mental health services at Crespi Middle School. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

7. **Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
<input type="checkbox"/>	Goal 5: Provide Based Services to All Students

9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Seventy Five Thousand Dollars **Dollars (\$ 75000.00)**.

10.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

10.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

11. **Contact Information.**

WCCUSD-School or Department Contact Information

Elizabeth Carmody
1108 Bissell Avenue
Richmond, CA 94801
Tel: 510-231-1194 ; Fax: _____
E-mail: elizabeth.carmody@wccusd.net
ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Gina Fromer

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
- 12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: _____

Title: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department
1108 Bissell Avenue, Richmond, CA. 94801
Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

Community Schools Coordination Addendum

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter "District") and the YMCA of the East Bay (hereinafter "YMCA") for the Full Service Community Schools Coordination at Crespi Middle School.

The parties agree that:

1. The YMCA will develop positive relationships with Administration, teachers and staff at school site, as well as WCCUSD, city, county, and other partner agency staff and families.
2. The YMCA will be the liaison among partner agencies, school/district staff and community of Crespi Middle School to facilitate delivery of student health and support services.
3. The YMCA will work with the District and school administration to identify promising models and best practices to improve services to Crespi Middle School staff, students and community.
4. The YMCA will continue to work collaboratively with partner agencies and the Crespi Middle School staff, students and community to improve student health services.
5. The YMCA will work with the District administration and other full service community school coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The YMCA shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.
7. The YMCA will participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE/COST team, and student success team.
8. The YMCA will facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring and mentoring, youth development/student leadership activities, and family related needs.
9. The YMCA will develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
10. The YMCA will co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.

30. The YMCA will support crisis response, as requested by WCCUSD's crisis response team.
31. The YMCA will notify and inform students of their legal rights per the California Youth Act.
32. The YMCA will comply with student attendance and clearance procedures as determined by WCCUSD.
33. The YMCA will assist site/district administration in facilitating paperwork between partner agencies and WCCUSD, complying with the District's partnership process.
34. The YMCA will meet weekly with site Administration team or designee.
35. The YMCA will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The YMCA will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The YMCA will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
4. The school will include the coordinators at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
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7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

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Community Engagement & Community Schools

School/Department Name

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01-0670-5100-358-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
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\$ 75,000.00

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- Outcome / Deliverables.** Explain what you hope to accomplish by having this service.
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- Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
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<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

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Consultant-Contract Contact Information

Gina Fromer

Tel: _____ ; Fax: _____
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12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

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- 12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: _____

Title: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

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4. The YMCA will continue to work collaboratively with partner agencies and the Greenwood Academy staff, students and community to improve student health services.
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37. The YMCA will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
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5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

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WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
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7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

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01-0670-5100-360-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-360-1110-3140-200158-0-4240	LCFF Goal 4	25,000.00

\$ 75,000.00

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5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All students will have access to various student support services and programs, including but not limited to, health services.

6. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.

To improve coordination of services and expand school health/mental health services at Kennedy High School. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

7. **Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
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<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
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9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Seventy Five Thousand Dollars **Dollars (\$ 75000.00)**.

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10.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

11. **Contact Information.**

WCCUSD-School or Department Contact Information

Elizabeth Carmody
1108 Bissell Avenue
Richmond, CA 94801
Tel: 510-231-1194 ; Fax: _____
E-mail: elizabeth.carmody@wccusd.net
ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Gina Fromer

Tel: _____ ; Fax: _____
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12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: _____

Title: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

Community Schools Coordination Addendum

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter "District") and the YMCA of the East Bay (hereinafter "YMCA") for the Full Service Community Schools Coordination at Kennedy High School.

The parties agree that:

1. The YMCA will develop positive relationships with Administration, teachers and staff at school site, as well as WCCUSD, city, county, and other partner agency staff and families.
2. The YMCA will be the liaison among partner agencies, school/district staff and community of Kennedy High School to facilitate delivery of student health and support services.
3. The YMCA will work with the District and school administration to identify promising models and best practices to improve services to Kennedy High School staff, students and community.
4. The YMCA will continue to work collaboratively with partner agencies and the Kennedy High School staff, students and community to improve student health services.
5. The YMCA will work with the District administration and other full service community school coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The YMCA shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.
7. The YMCA will participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE/COST team, and student success team.
8. The YMCA will facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring and mentoring, youth development/student leadership activities, and family related needs.
9. The YMCA will develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
10. The YMCA will co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.

30. The YMCA will support crisis response, as requested by WCCUSD's crisis response team.
31. The YMCA will notify and inform students of their legal rights per the California Youth Act.
32. The YMCA will comply with student attendance and clearance procedures as determined by WCCUSD.
33. The YMCA will assist site/district administration in facilitating paperwork between partner agencies and WCCUSD, complying with the District's partnership process.
34. The YMCA will meet weekly with site Administration team or designee.
35. The YMCA will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The YMCA will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The YMCA will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
4. The school will include the coordinators at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge Issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
2				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
3				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
4				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
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18				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
19				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____
20				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on: _____

7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

Community Engagement & Community Schools

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of July in the year 20 17, between the **West Contra Costa Unified School District** ("District") and YMCA of the East Bay ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: _____ ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

1. **Term.** Consultant shall commence providing services under this Exhibit on July 20, 20 17, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 20 18. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2. Account Number	3. Funding Source	Amount
01-0670-5100-362-1110-3140-200158-0-4240	LCFF Goal 4	50,000.00
01-0670-5860-362-1110-3140-200158-0-4240	LCFF Goal 4	25,000.00

\$ 75,000.00

4. **Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

Establish and coordinate with the site and district administrators to assess youth needs and implement student support services, health services and programs necessary to meet those varying needs. These may include but are not limited to mental health, youth development, health education and other support services. Coordination of services may also include school climate programs, expanded learning opportunities, health and wellness programs, family engagement programs, and coordination of community partner programs. Services will be available to the entire student body at Pinole Valley High School. Please see attached scope of work for additional information.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All students will have access to various student support services and programs, including but not limited to, health services.

6. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.

To improve coordination of services and expand school health/mental health services at Pinole Valley High School. School health services promote overall health and well being, deliver preventative and intervention services and support improved attendance and performance among students.

7. **Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
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9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Seventy Five Thousand Dollars **Dollars (\$ 75000.00)**.

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11. **Contact Information.**

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ATTN: Coronado Community Schools

Consultant-Contract Contact Information

Gina Fromer

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 12.1 Program Description page(s) from the Full Service Community Programs book.
12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: _____

Title: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Elizabeth Carmody
Director

Steve Collins
Assistant Superintendent

Community Schools Coordination Addendum

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3. The YMCA will work with the District and school administration to identify promising models and best practices to improve services to Pinole Valley High School staff, students and community.
4. The YMCA will continue to work collaboratively with partner agencies and the Pinole Valley High School staff, students and community to improve student health services.
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This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

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Academic Year 2017-18

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7/19/17 Board

Requisition No.:
Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

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Community Engagement & Community Schools

School/Department Name

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Elizabeth Carmody
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Consultant-Contract Contact Information

Gina Fromer

Tel: _____ ; Fax: _____
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Requisition No.:
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: _____

Title: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Elizabeth Carmody

Title: Director, Community Engagement

Site/Department: Community Engagement

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Community Engagement Department

1108 Bissell Avenue, Richmond, CA. 94801

Phone (510) 307-4526 Fax (510) 215-2457

Matthew Duffy
Superintendent

Steve Collins
Assistant Superintendent

Elizabeth Carmody
Director

Community Schools Coordination Addendum

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34. The YMCA will meet weekly with site Administration team or designee.
35. The YMCA will meet bi-weekly with WCCUSD Office of Community Engagement staff.
36. The YMCA will notify school site and Community Engagement staff immediately regarding any interruption of services or absence of staff.
37. The YMCA will complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.
38. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for student support services coordination and services with school health contractors.
4. The school will include the coordinators at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$75,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of July 20, 2017 through June 30, 2018.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Ave, Richmond, California 94801

Phone (510) 307-4526 Fax (510) 215-2457

****All changes to program rosters must be submitted to the Community Engagement office for approval, no new staff may begin without an updated roster****

Academic Year 2017-18

AGENCY CONTACT INFORMATION:

Name of Agency	Name of Point Person and Title	Phone Number
E-mail	Fax	Mailing Address

No.	Legal Name of Staff Member	School Site(s)	Contractor badge issued in 2016-17? (Y/N)	For office use
1				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
2				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
3				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
4				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
5				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
6				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
7				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
8				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
9				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
10				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
11				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
12				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
13				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
14				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
15				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
16				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
17				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
18				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
19				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:
20				<input type="checkbox"/> Signed Form-D submitted <input type="checkbox"/> Badge issued on:



West Contra Costa Unified School District
Consultant Services Summary

Requisition # 18000336

Board Date

Purchase Order Number

Purchasing Use Only

Educational Services

National Equity Project

School / Department

Consultant Name

Nia Rashidchi

From 8/1/17 To 6/30/18

Administrator Contact

Dates of Services

Account Number

Funding Source

Amount

01-4035-5860-635-1110-2140-300114-0-0000

Title II

\$ 25,000.00

01-4035-5100-635-1110-2140-300114-0-0000

Title II

\$ 47,480.00

Description of Services:

Total Amount of Contract: **\$ 72,480.00**

- Build common language and shared understanding of the 'equity context' of the places you work and are seeking to transform teaching and learning
- Develop your own 'equity lens and approach' to examining internal systems, operations, culture and ways of working that are aligned with your core values and your commitment to equity
- Examine the ways in which you learn and develop together as a system to build the will, skill, knowledge and capacity to use both a 'systems lens' and an 'equity lens' in your work at the central office and at school sites
- Revisit and perhaps reimagine organizational structures and processes that may support or inhibit honest dialogue, collaborative learning and relational trust

Number of Students / Staff Impacted:

144 staff members

Outcome / Deliverables:

Two day launch plus 10 monthly half-day sessions for principals including management team
Two day launch plus seven 90-minute sessions for management team including principals
PD survey tool shows growth of at least one unit per principal and per manager

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Nia Rashidchi

Originator Signature

7/5/17

Date

*This form must be board agenda ready and be attached to all consultant contracts.
If additional space is needed please attach to this form.*

This form must be typed.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(Non-Direct Service)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on July 5, 2017 ("Agreement"), by and between **West Contra Costa Unified School District** ("District") and NATIONAL Equity Project ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The District may issue a Purchase Order(s) to Consultant specifically indicating the scope of Services or Work to be performed by Consultant as needed. The Consultant warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☒ As indicated in Exhibit "A" and/or ☐ as follows:

2. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

☒ Consultant is providing services for a total flat fee of: \$ 160,400; or
☐ Consultant will provide a maximum number of hours of service at a rate of \$ _____ per hour for a total not to exceed \$ _____; or

☒ Other: plus direct expenses (travel, etc.)

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein and any Purchase Order(s) issued by District for the Services. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, Purchase Order number, period of Services, number of hours of Services, brief description of Services provided). Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

3. **Agreement Time.** The Services shall commence on August 1, 2017, and shall be completed by JUNE 30, 2018 ("Agreement Time").

4. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

DISTRICT	CONSULTANT
West Contra Costa Unified School District	<u>NATIONAL Equity Project</u>
<u>1108 Bissell Ave</u>	<u>1720 Broadway, 4th Floor</u>
<u>Richmond, CA 94801</u>	<u>Oakland, CA 94612</u>
Attn: <u>Mia Rashidchi</u>	Attn: <u>Finance Department</u>
Fax: <u>(510) 620-2183</u>	Fax: <u>510-208-1979</u>
E-mail: <u>MRashidchi@wccusd.net</u>	E-mail: <u>FINANCE@national equity project.org</u>

5. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form	<input type="checkbox"/> Employment Determination Guide	<input checked="" type="checkbox"/> 590 Form
--	---	--	---	--

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any sub consultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes must be checked:

☒ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows:
"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: _____ **INITIAL HERE:** _____

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ The District has a statement of TB Clearance on file for each person.

☒ **Waiver of TB Screening.** Consultant is not required to provide evidence of TB Clearance because Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: MM (Consultant initials)

INITIAL HERE: NR (District Representative initials)

8. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

<i>Insurance NOT required of Consultant if corresponding box initialed by District representative</i> ↓		
Commercial General Liability , which shall include coverage related to sexual abuse or molestation	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Automobile Liability, Any Auto , combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Workers Compensation	Statutory limits pursuant to State law	
Employers' Liability	\$1,000,000	
Professional Liability (E&O) , if Consultant is providing professional services or advice (on a claims-made form)	\$1,000,000	

9. **Terms & Conditions.** The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: MM (Consultant initials)

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

DISTRICT

West Contra Costa Unified School District

Dated: _____, 20____

Signature: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

National Equity Project

Dated: July 5, 2017

Signature: Lisa M. LaSly

Print Name: Lisa M. LaSly

Title: Senior Director

DISTRICT

Site/Department Administrator

Signature: Nia Rashidechi

Print Name: Nia Rashidechi

Title: Associate Superintendent

Site/Department: Educational Services

CONSULTANT 2 (If Necessary)

Signature: _____

Print Name: _____

Title: _____

Information regarding Consultant:

Indicate type of entity or if individual:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: 94-3222960

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.



2017-18 Proposed Scope of Work

Prepared by National Equity Project for West Contra Costa Unified School District
June, 2017

The National Equity Project's mission is to transform educational experiences, outcomes, and life options for students and families who have been historically underserved. Our unique leadership and organizational development approach focuses on the technical, relational, social, and cultural aspects of complex change efforts focused on educational equity.

In our view, working towards educational equity entails:

Removing the predictability of success or failure that currently correlates with race, socio-economic status, and any other social or cultural factor.	Ending inequitable practices, addressing individual and systemic biases, and creating inclusive multi-cultural school environments for adults and children.	Discovering and cultivating the unique talents and interests that everyone possesses.
--	---	---

We believe anyone can be a leader for equity. We have supported educators, families and community members, philanthropists and others to authentically collaborate to transform educational systems. We progress towards our vision by building leaders' will, skill, knowledge, capacity, and emotional intelligence to:

- Examine and transform the discourse people have at personal, institutional and structural levels.
- Lead coherent communities of practice across institutions (i.e. employment, health, childcare, education, transportation and housing sectors) toward improved racial equity outcomes.
- Create the policies and practices necessary to support and protect the structural changes required to achieve educational equity.
- Sustain change by developing others and institutionalizing practices that will maintain the momentum for equity past the tenure of any one leader.

West Contra Costa Unified School District has made a commitment ***to provide the highest quality education to enable all students to make positive life choices, strengthen the community, and successfully participate in a diverse and global society.*** In addition, WCCUSD's Equity Statement articulates ***a belief that all students can achieve at high levels of proficiency and that the effects of institutionalized racism can be mitigated.***

PROPOSED SCOPE OF WORK for your consideration

Our understanding is that WCCUSD seeks a partner to:

- *Build common language and shared understanding of the 'equity context' of the places you work and are seeking to transform teaching and learning*
- *Develop your own 'equity lens and approach' to examining internal systems, operations, culture and ways of working that are aligned with your core values and your commitment to equity*
- *Examine the ways in which you learn and develop together as a system to build the will, skill, knowledge and capacity to use both a 'systems lens' and an 'equity lens' in your work at the central office and at school sites*
- *Revisit and perhaps reimagine organizational structures and processes that may support or inhibit honest dialogue, collaborative learning and relational trust*

Proposed Scope of Work | 2017-18

Service	Activity/Deliverables	Cost
DISCOVERY Summer - Fall 2017	<p>Conduct a brief 'listening campaign' to gather perspectives and experiences from a selection of leaders that will inform the direction and design of the learning series <small>SEP</small></p> <ul style="list-style-type: none"> • 1 NEP Staff 	\$2,000
Leading for Equity Learning Series - Principals August 2017 10 monthly half-day sessions	<p>Two-Day Launch (including Management Team) 10 monthly half-day sessions</p> <ul style="list-style-type: none"> • 1-2 NEP Staff • Materials: 60 resource guides <small>SEP</small> 	\$43,200
Leading for Equity Learning Series – Management Team	<p>Two-Day Launch (including Principals) up to seven 90-minute sessions</p> <ul style="list-style-type: none"> • 2 NEP Staff • Materials: 160 resource guides <small>SEP</small> 	\$13,200
EXECUTIVE COACHING Summer 2017 – Spring 2018	<p>Thinking partnership to identified staff schedule and content to be co-constructed</p> <ul style="list-style-type: none"> • 1 NEP Staff 	\$2,000
FY18 TOTAL PROJECT COST \$60,400		\$60,400 + Direct Expenses



2017-18 PROFESSIONAL SERVICES CONTRACT

Contract Summary

Client: West Contra Costa Unified School District
Client Contact: Matthew Duffy Superintendent
NEP Project Lead: Mark Salinas, Senior Associate
Project Duration: July 2017 – June 2018
Total Contract Amount: \$60,400 – Direct Expenses

Contract Agreement

This Agreement is made this May 3, 2017, between the National Equity Project ("The Project") and West Contra Costa Unified School District ("CLIENT"), regarding services to be provided by The National Equity Project.

1. The National Equity Project agrees to provide CLIENT with services, as detailed in the "Scope of Work," in exchange for total payment of \$60,400 for the time period July 1, 2017- June 15, 2018.
2. Payments made by CLIENT pursuant to this Agreement do not include travel expenses for Project staff. Expenses for all travel of Project staff and other expenses necessary to fulfill the Scope of Work are not included in this Agreement and will be invoiced to the CLIENT based on actual costs (estimated to be 20% of project costs).

Client Agreements:

3. CLIENT will allocate appropriate time and human resources to permit The Project to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The National Equity Project events, hosting and attending site visits and peer reviews, and sharing information with audiences as appropriate.
4. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide National Equity Project with current data on school demographics, enrollment, staffing, and student achievement.
5. CLIENT will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent. All services and related fees or expenses will be billed in installments over the contract period unless the CLIENT and The Project have otherwise agreed in writing to an alternate payment schedule.
6. Should CLIENT seek services beyond the Scope of Work from the Project, the parties may negotiate an additional and/or amended Scope of Work. Any such amendment/extension of this Agreement shall require the written agreement of both CLIENT and The Project. CLIENT will pay National Equity Project for the

services outlined in the amended Scope of Work within 30 days of receipt of invoice. If payment for additional services is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent.

7. CLIENT agrees to indemnify, defend, and hold harmless The Project, its employees, Board of Trustees, agents and affiliates from all liabilities, losses, claims and damages of any kind, including, without limitation, all consequential damages and expenses (including attorney fees), arising from or in any way connected to any services and operations provided under this Agreement, except for those losses/claims arising from the sole negligence or willful misconduct of The Project and its employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
8. CLIENT agrees to provide attribution to the National Equity Project should they choose to reproduce or distribute any materials developed, created, or provided by the National Equity Project.

National Equity Project Agreements:

9. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
10. The Project may terminate this Agreement with thirty days written notice. If the Agreement is terminated by The Project, The Project will present CLIENT with a report outlining work completed through the date of termination.

Mutual Contract Agreements:

11. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Notices shall be directed to the following addresses:

Client: Matthew Duffy, Superintendent
West Contra Costa Unified School District
1108 Bissell Ave.
Richmond, CA 94801

The Project: Mark Salinas, Senior Associate
1720 Broadway, 4th Floor
Oakland, CA 94612

12. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
13. **Complete Agreement:** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties (other than the Scope of Work) on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.
14. **Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

National Equity Project:



Lisa Lasky, Senior Director

July 3, 2017
Date

Client:

The CLIENT represents that it has full power and authority to enter into this Agreement and that is binding upon the Client and enforceable in accordance with its terms.



Matthew Duffy, Superintendent

7/5/17.
Date

Please direct payment and invoice related questions to:

The Project:

*National Equity Project
ATTN: Finance Department
1720 Broadway, 4th Floor
Oakland, CA 94612
510-208-0160 EXT 343 Finance@nationalequityproject.org*

Attachment A: Scope of Work with Costs
Scope of Work | 2017-18

Service	Activity/Deliverables	Cost
DISCOVERY Summer - Fall 2017	Conduct a brief 'listening campaign' to gather perspectives and experiences from a selection of leaders that will inform the direction and design of the learning series <ul style="list-style-type: none"> 1 NEP Staff 	\$2,000
Leading for Equity Learning Series - Principals August 2017 8 monthly half-day sessions 10 NEP	Two-Day Launch (including Management Team) 10 monthly half-day sessions <ul style="list-style-type: none"> 1-2 NEP Staff Materials: 60 resource guides 	\$43,200
Leading for Equity Learning Series – Management Team	Two-Day Launch (including Principals) Up to 7 90 minute sessions <ul style="list-style-type: none"> 2 NEP Staff Materials: 160 resource guides 	\$13,200
EXECUTIVE COACHING Summer 2017 – Spring 2018	Thinking partnership to identified staff schedule and content to be co-constructed <ul style="list-style-type: none"> 1 NEP Staff 	\$2,000
FY18 TOTAL PROJECT COST Direct expenses based on actuals		\$60,400 + Direct Expenses

- Additional services may be negotiated with Mark Salinas, Senior Associate, as needed.
- Project fees include planning time, materials development, coaching and facilitation.
- Project cost does not include direct expenses. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations, resource production and other expense as specifically related to this engagement. These are estimated at 20% of total project cost and will be billed on actuals.

Invoice Schedule:

- ½ December – Direct Expenses
- ½ When engagement is complete – Direct Expenses



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

7/19/17
Board Date
Contract Number
Purchasing Use Only

Consultant/Contract Services Summary
Contract or Requisition # 17007565

K-12 Educational Operations	Edmentum	
School / Department	Consultant/Contractor Name	
Sonja Neely-Johnson	From July 1, 2017 To June 30, 2018	
Administrator Contact	Dates of Services	
Account Number	Funding Source	Amount
01-0670-5850-691-1110-1000-300114-0-1290	LCAP	\$ 32,991.67
01-3010-5850-635-1110-1000-300114-0-0691	TITLE I	\$ 21,090.00
01-0000-4100-643-1110-1000-200100-0-0000	GENERAL FUND	\$ 200,106.71

Description of Services:

Total Amount of Contract: \$ 254,188.38

New for this year's summer program, is Exact Path for K-6 students. This competency-based progression of lessons aligns key skills and standards to support student progress toward learning goals. The platform provides students and teachers an engaging and personalized pathway and provides real time diagnostic and reteaching tools. Smart data visualization tools will be used to analyze valid assessments to share with parents and other key stakeholders. In the fall, 2017, Edmentum courseware will replace CyberHigh for credit recovery at all High Schools. Our long-term goal is to increase graduation rate and completion of A-G requirements. Our vision is to create a district-wide online high school option using WCCUSD teachers when possible and Edmentum Ed-Option teachers for areas not represented in our teacher credential pool.

Number of Students / Staff Impacted:

38,000 students

Outcome / Deliverables:

Emergency use of Plato Courseware for teacher shortage situations. Students can continue to receive standards-based rigorous curriculum in courses not currently being offered at their site or awaiting a credentialed teacher to serve. Students with long-term independent study contracts or leaves of absence can stay on track for graduation with this distance-learning option

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Originator Signature

Date

This form must be board agenda ready and be attached to all consultant contracts.

If additional space is needed please attach to this form.

This form must be typed.



Date: 5/23/2017
Order Number: 10474219
Revision: 3
Order Form Expiration Date: 7/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 112899
Customer Name: West Contra Costa Unif SD
Billing Address: 1400 Marina Way South
Richmond, CA 94804

Products and Services

School Year

Products	Quantity	License Start Date	License End Date	License Term (In Months)
Courseware: Core Library - Program License Courseware: Health and PE Library - Program License Courseware: World Languages Library - Program License Courseware: College and Career Readiness Library - Program License 3rd Party SIS Integration - PLE	2000	8/1/2017	7/31/2018	12
Adaptive Assessment with Prescriptions: Core Library - Program License	900	8/1/2017	7/31/2018	12
Exact Path - Core Library - Program License	100	8/1/2017	7/31/2018	12
Study Island: Math & ELA Libraries - Program License 3rd Party SIS Integration - PLE + Study Island • Coronado Elementary School • Hercules Middle High School • King Elementary School • Lincoln Elementary School • Mira Vista Elementary School • Nystrom Elementary School • Sheldon Elementary School • Stege Elementary School • Stewart Elementary School	800	8/1/2017	7/31/2018	12
Edmentum Specialized Services Package - Services Delivery Year: Year 1	1	***	***	

School Year Subtotal: \$259,660.00

EdOptions Academy

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
EdOptions Academy	1	8/1/2017	7/31/2018	12	\$32,500.00
EdOptions Academy Subtotal:					\$32,500.00





Date: 5/23/2017
Order Number: 10474219
Revision: 3
Order Form Expiration Date: 7/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Credits

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Study Island: Math Library - Program License	90	**	11/13/2017	4	-\$182.70
Study Island: ELA Library - Program License	90	**	11/13/2017	4	-\$182.70
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
3rd Party SIS Integration - PLE	1	**	11/13/2017	4	-\$36.97
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
3rd Party SIS Integration - PLE	1	**	11/13/2017	4	-\$36.97
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
Study Island: Math Library - Program License	90	**	11/13/2017	4	-\$182.70
Study Island: ELA Library - Program License	90	**	11/13/2017	4	-\$182.70
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
Study Island: Math Library - Program License	90	**	11/13/2017	4	-\$182.70





Date: 5/23/2017
Order Number: 10474219
Revision: 3
Order Form Expiration Date: 7/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Study Island: ELA Library - Program License	90	**	11/13/2017	4	-\$182.70
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
Study Island: Math Library - Program License	90	**	11/13/2017	4	-\$182.70
Study Island: ELA Library - Program License	90	**	11/13/2017	4	-\$182.70
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
Plato Courseware Secondary Academic Library - Concurrent	1	**	9/28/2017	2	-\$6,416.50
Study Island: Math Library - Program License	90	**	11/13/2017	4	-\$182.70
Study Island: ELA Library - Program License	90	**	11/13/2017	4	-\$182.70
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
Study Island: Math Library - Program License	90	**	11/13/2017	4	-\$182.70
Study Island: ELA Library - Program License	90	**	11/13/2017	4	-\$182.70
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
Study Island: Math Library - Program License	90	**	11/13/2017	4	-\$182.70





Date: 5/23/2017
Order Number: 10474219
Revision: 3
Order Form Expiration Date: 7/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Study Island: ELA Library - Program License	90	**	11/13/2017	4	-\$182.70
Plato Courseware Secondary Academic Library - Concurrent	1	**	10/24/2017	3	-\$3,302.40
3rd Party SIS Integration - PLE + Study Island	1	**	11/13/2017	4	-\$36.97
Courseware: Core Library - Program License	500	**	11/13/2017	4	-\$12,515.00
Courseware: Health and PE Library - Program License	500	**	11/13/2017	4	-\$865.00
Courseware: World Languages Library - Program License	100	**	11/13/2017	4	-\$609.00
Courseware: College and Career Readiness Library - Program License	100	**	11/13/2017	4	-\$1,829.00
Adaptive Assessment with Prescriptions: Core Library - Program License	675	**	11/13/2017	4	-\$9,470.25
Credits Subtotal:					-\$37,971.62

Subtotal:	\$254,188.38
Estimated Tax:	\$0.00
Total US Funds:	\$254,188.38

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

The Exact Path diagnostic assessment cannot be assigned to 7th and 8th grade students until content is available on August 28, 2017.

Order Notes

This purchase includes any state specific courses where applicable.

The credit on this order form is only valid until 07/31/2017 after which the credit amount will be reduced and a revised order form will need to be signed.





Date: 5/23/2017
Order Number: 10474219
Revision: 3
Order Form Expiration Date: 7/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 30 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): _____

Title: _____

Date: _____





Date: 5/23/2017
Order Number: 10474219
Revision: 2
Order Form Expiration Date: 7/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com

Appendix A: EdOptions Academy Products

All courses included in the table below will be available for enrollment at the indicated price, with the exception of Career and College Pathways which are included at list price for informational purposes only.

18 Week Course Pricing (1/2 Credit Course)

Core Courses	\$295.00
CTE & Elective Courses	\$295.00
Health and Fitness Courses	\$295.00
World Language Courses	\$325.00
Advanced World Language Courses	\$325.00

Advanced Courses	\$325.00
Extension Fee	\$50.00
Test Prep Courses	\$295.00
Remediation Courses	\$295.00

9 Week Course Pricing (1/2 Credit)

9 Week Semester Courses	\$200.00
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9 Week Semester Extension Fee	\$25.00
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Program Pricing (Per Student)

Career Pathways to Graduation	\$1,800.00
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College Pathways to Graduation	\$2,500.00
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Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within thirty (30) days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase. We provide a 14-day grace period for enrollments that are dropped within 14 days from enrollment at no charge.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following: Provide the licensed courses to students using the program.

- Provide qualified teachers for each course.
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that You've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled students transcript.

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.

- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

The terms and conditions contained in this document (the "Standard Terms") apply to any transaction whereby we (sometimes referred to in this document as "we" "us" or "our") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("Order Form")) (1) license rights to use our software products for a fixed term, (2) hardware for use with the software products, or (3) professional services. These Standard Terms are an integral part of an agreement (the "Agreement") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of a purchase order in connection with your order. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE. The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted to the Software and Documentation. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at <http://www.edmentum.com/Privacy> which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate the access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software and Documentation solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software or Documentation; (ii) frame or mirror any content forming part of the Software or Documentation, other than for your own internal educational or training purposes and not in violation of an use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software or Documentation in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with

or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software or Documentation without our prior written permission.

1.3 Subscription Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Subscription Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime; or (b) any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at <http://www.edmentum.com/support>) ("System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are

providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data to the extent that we do so in compliance with applicable law and our Online Learning Programs Privacy Policy. Notwithstanding anything in these Standard Terms to the contrary, pupil records are your property.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the operation of the Software.

1.6.4 Custom Learning Paths

a. Rights to Custom Learning Paths. Certain Software allows you to customize the sequencing of instructional content to suit your instructional needs. "Your Learning Paths" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. Our Use of Your Learning Paths. We may use Your Learning Paths and may provide them to our other customers.

c. Customer Created, Modified or Stored Content. Certain of our products enable you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws and you will indemnify us and our affiliates, successors and assigns in the event you fail to do so.

1.7 Limited Warranty for Software Products. Subject to the terms of Section 4.6, we warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If we breach this express warranty, we will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected Software to conform in material respects with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) accept the return of the affected Software and refund you the portion of your purchase price attributable to the returned product proportionate to the period remaining on your contract. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS.

2.0 THIRD PARTY SOFTWARE, HARDWARE AND SERVICES.

The following terms and conditions will apply to all Third Party Software that is included in any of the Software Products you have

licensed from us and all Third Party Software, Hardware and services listed on the Order Form:

2.1 Subject to Third Party's Warranties and Terms.

Third Party Software and Hardware products and services are distributed by us as a licensor or reseller. These products are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD PARTY SOFTWARE, HARDWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD PARTY SOFTWARE, HARDWARE OR SERVICES AS SUCH SOFTWARE, HARDWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. This is our sole obligation relative to these products or services.

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to \$750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed \$750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10 day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for

the terminated services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non-cancellable and non-refundable.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software and Hardware will be deemed accepted upon our making it available to you online and will thereafter be subject to the warranty provision of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and either designated as confidential or of a type reasonably expected to be confidential. Confidential Information includes the Customer Data, the Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years. You accept and acknowledge that you input the information and data into our Software, including any student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain or our servers, SAN and/or cloud backups. We will ensure that third parties obtaining access to you pupil's records will only use such access in a manner required or permitted by these Standard Terms, will not use personally identifiable information within the records to engage in target advertising of the

pupil and we will request that third parties implement reasonable training to its personnel to enhance the security and confidentiality of you pupil's records. We certify that your pupil's records will not be provided to a third party after the expiration or termination of these Standard Terms.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3 Indemnities.

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement.** Our indemnity covers Claims alleging that your use of the Software in accordance with the terms of this Agreement, or any information or material (collectively called "Material") furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. This indemnification does not apply to Hardware. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining order period.

4.3.2 Held

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data entered using our Subscription Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss. We are

not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

4.5 Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO \$50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy

dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Student/Parent Consents and Notice. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software. You may implement a means by which you enable your pupils to retain possession, control and transfer or their pupil-generated content and/or how they or their parent or guardian may review personally identifiable information in the pupil's records and correct erroneous information and we will use reasonable efforts to support you in such implementation. To the extent that we notify you that we have become aware of the unauthorized disclosure of one or more of your pupil's records, you will promptly notify the affected parent, guardian or pupil in accordance with applicable law.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of California, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your situated require that the laws of the State where your situated apply, in which case they will, without regard to the conflict of laws rules.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held

by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- **"Concurrent License"** means a Subscription License that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **"Course Enrollment"** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **"Consumable License"** means a Subscription License to a single course assigned to a single, Named User. Prior to the Learner Preview Date, a Consumable License may be reassigned to a different Named User, or designated as unassigned and available for future use. The Subscription Period for a Consumable License begins when the course content is first accessed by the Named User and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, teacher data and supplemental instructional materials.
- **"Documentation"** means technical specifications identified in this Agreement.
- **"Hardware"** means a hardware product marketed by us which is listed on the Order Form and is intended to be used in connection with Software provided by us.
- **"License Period"** means the period of time during which you will have access to the Software you license under this Agreement. This period will begin with the Start Date identified in the applicable Order Form, and (unless earlier revoked in accordance with this Agreement) will last for the duration of the Subscription Period following the Start Date.
- **"Named User"** means a specific User identified by name and designated as the sole User of specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement.
- **"Reusable License"** means a Subscription License whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other User at any time until reassigned to another Named User.
- **"Software"** means online educational software that we make available either via our Internet-based learning management system (for Subscription Software) or via readable media or electronic download (for Perpetual Software).
- **"Professional Services"** means the services we provide to you to assist in your implementation, on-going use of the Software or our Academy services, as applicable.
- **"Software"** means software marketed by us which is listed on the Order Form. The term "Software" includes both our Software and Third Party Software.
- **"Site License"** means a Subscription License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Subscription Software"** means Software licensed for a specified period of time (the Subscription Period).
- **"Subscription Period"** means the License Period for Subscription Software as identified on the Order Form.
- **"Third Party Software"** means software we acquire from a third party producer for distribution to our customers under licensing terms and conditions specified by the producer.
- **"Users"** means individuals you authorize to use Software and supply (or authorize us to supply) user identifications and passwords for and for which you've purchased an adequate quantity of licenses. Users may include your students and their parents to the extent permitted and in accordance with the roles as defined in the Documentation.
- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., Archipelago Learning, Inc., Educational Options, Inc. or Education City, Inc.).



West Contra Costa Unified School District
Consultant Services Summary

7/19/17
Board Date
Purchase Order Number
Purchasing Use Only

Requisition # 18000152

HUMAN RESOURCES		CSU EAST BAY	
School / Department		Consultant Name	
KEN WHITEMORE		From 07/01/2017	To 06/30/2018
Administrator Contact		Dates of Services	
Account Number	Funding Source	Amount	
01-0000-5890-680-0000-7450-500100-0-0000	General Fund	\$ 25,000.00	
01-0000-5100-680-0000-7450-500100-0-0000	General Fund	\$ 60,000.00	

Description of Services:

Total Amount of Contract: \$ 85,000.00

The University will provide teaching experience through practice teaching to students enrolled in a teacher training curriculum of the University. The district will pay tuition for students enrolled in the multiple subject teaching credential, single subject teaching credential or other credential program.

Number of Students / Staff Impacted:

20-30

Outcome / Deliverables:

The District will be able to hire and place students teachers under an Intern Credential, provided student teachers meet the requirements of the California Commission on Teaching Credentialing and the Department of Teacher Education.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Originator Signature

Date

*This form must be board agenda ready and be attached to all consultant contracts.
If additional space is needed please attach to this form.*

This form must be typed.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SPECIAL CONTRACT SERVICES

TUITION AGREEMENT

This agreement entered into on November 22, 2016 by and between the State of California for the trustees of the California State University on half of **California State University East Bay**, hereinafter "University", and **West Contra Costa Unified School District**, noted below, hereinafter called the "District".

WITNESSETH

Whereas, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to candidates enrolled in teacher credential program of the University; and

Now, therefore, it is mutually agreed between the University and the District as follows:

SPECIAL PROVISIONS

The term of the agreement is for a period of three fiscal years: July 1, 2016 through June 30, 2019.

GENERAL TERMS

The University will provide teaching experience through fieldwork to candidates enrolled in a teacher credential program of the University. The District will pay tuition for candidates who are placed in the District, enrolled in the District's Preservice Program, and enrolled in the University's multiple subject teaching credential, single subject teaching credential or other credential program. **Tuition payments will not exceed the amount of \$85,000 annually.**

The District shall recommend to the University applicants for teaching and/or employed teacher intern placements in the District. Candidates enrolled in the District Preservice Program must meet all requirements for admissions and be admitted to the multiple subject, single subject or other credential program.

District may advise the University regarding students to be admitted, but admission to the program remains the province of the University. Hiring of students with an Intern Credential remains the province of the District, provided students meet the requirements of the California Commission on Teaching Credentialing and the University's Department of Teacher Education.

This agreement must be signed in conjunction with the Student Teaching Experience Agreement and Intern Teaching Agreement. All conditions of those agreements remain in effect.

University shall be responsible for damages caused by the negligence of its officers, employees and agents. District shall be responsible for damages caused by the negligence of its officers, employees and agents.

RECIPROCAL GENERAL INDEMNITY

Each entity agrees to indemnify, defend and save harmless the other, its officers, agents employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this contract, and from any and all claims or losses accruing or resulting to any person, firm or corporation which may be injured or damage in the performance of this contract.

Execution of this contract is hereby requested.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Signatures:

California State CSU East Bay, East Bay agrees to the terms and conditions described in this document.

By: Deborah A. Haynes 12-21-2016
Authorized Signature Date

Deborah A. Haynes, Buyer AT
Printed Name & Title

The West Contra Costa University School District agrees to the terms and conditions described in this document.

By: Kenneth E. Lattimore November 22, 2016
Signature, District Representative Date

Assistant Superintendent, Human Resources
Printed Name & Title

Appendix B

The District and CSU East Bay to exchange contact information required in the Intern Support/Mentoring and Supervision of the Memorandum of Understanding for section 1.6 in the MOU.

I. CSU East Bay

a. Program Director Contact Information:

Name:	Eric Engdahl
Title	Dept Chair
Department:	Teacher Education
Telephone Number:	510-885-4599
Email:	eric.engdahl@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, Room AE 242B

b. Program Coordinator to receive notification of the Intern completion of the program for invoicing the School District:

Name:	Dania Massey
Title	Lecturer AY
Department:	Teacher Education
Telephone Number:	510-885-4484
Email:	dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd., Room AE 250

II. West Contra Costa Unified School District

a. Program Director Contact Information:

Name:	Cheryl Cotton
Title	Director of Human Resources, Certificated
Department:	Human Resources
Telephone Number:	(510) 231-1181
Email:	ccotton@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

b. Program Coordinator to contact information for Billing the School District upon the completion of the Intern's program.

Name:	Bea Ponce
Title	Senior Administrative Secretary
Department:	Human Resources
Telephone Number:	(510) 231-1167
Email:	bponce@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SPECIAL CONTRACT SERVICES

RECEIVED
ACCT & FISCAL SERVICES
2016 DEC 12 AM 11:27

Requisition Number: 16000160

Contract PO#: 20160284

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "District"), and CALIFORNIA STATE UNIVERSITY EAST BAY (hereinafter "Contractor"), is for consultant or special services to be performed by a non-employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

Contractor shall perform the following duties; include detailed description of services, for example: What are they doing? How often are they performing their services, daily, weekly, monthly? (A proposal by Contractor may be attached after approved by District in lieu of outlining duties by Contractor in the following space.).

II. Compensation and Reimbursement

- A. Contract Limit: for services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$85,000.
- B. Billing and Payment Procedures: Contractor shall submit monthly time and cost invoices to the District. Approved payments shall be made by the District within thirty (30) days of receipt of the invoice from the Contractor.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on July 1, 2016 and shall terminate on June 30, 2019 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.
- B. This agreement may be reduced or terminated at any time during the term by the District. If this agreement is terminated, Contractor shall be paid pursuant to the schedule above in paragraph II. on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. Contractor is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of Contractor or District shall be deemed an officer, agent or employee of the party hereto. Neither Contractor nor District, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits,

worker's compensation benefits, and injury leave or other leave benefits.

- B. The parties intend that a contractor relationship be created by this contract and the District assumes no responsibility for worker's compensation liability. The District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. Contractor shall comply with fingerprinting and criminal background requirements of California Education Code section 45125.1.
- D. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
- E. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state *are subject* to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law *are exempt* from 7% withholding.

V. Fingerprinting of Employees

The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The District shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the District hereunder, resulting from the conduct, negligent or otherwise, of the District, its agents or employees.
- B. The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

VII. Ownership

A. The District shall become the owner of and entitled to exclusive possession of all original records, documents, graphs, photographs, or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

VIII. Insurance

- A. District reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the District requires such insurance up to the amount of \$1,000,000.00.
- B. Contractor shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither Contractor nor District may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that Contractor fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the District is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

AGREED:

CONTRACTOR

CALIFORNIA State University, EAST Bay
Company or Individual Name

Deborah Haynes
Printed Name of Contractor

Deborah C. Haynes 12-21-2016
Contractor Signature Date

94-6390556
Social Security or Tax ID #

DISTRICT

Authorized District Signature

Date

Site/Department Administrator Signature

Printed Name

25800 Carlos Bee Blvd
Address SA 2750

Hayward CA 94509
City State Zip Code

510-885-3842 —
Phone Number Fax Number

deborah.haynes@csueastbay.edu
e-mail address

School Site/Department Name

Date

Phone Number

e-mail address

Appendix B

The District and CSU East Bay to exchange contact information required in the Intern Support/Mentoring and Supervision of the Memorandum of Understanding for section 1.6 in the MOU.

I. CSU East Bay

a. Program Director Contact Information:

Name:	Eric Engdahl
Title	Dept Chair
Department:	Teacher Education
Telephone Number:	510-885-4599
Email:	eric.engdahl@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, Room AE 242B

b. Program Coordinator to receive notification of the Intern completion of the program for invoicing the School District:

Name:	Dania Massey
Title	Lecturer AY
Department:	Teacher Education
Telephone Number:	510-885-4484
Email:	dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd., Room AE 250

II. West Contra Costa Unified School District

a. Program Director Contact Information:

Name:	Cheryl Cotton
Title	Director of Human Resources, Certificated
Department:	Human Resources
Telephone Number:	(510) 231-1181
Email:	ccotton@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

b. Program Coordinator to contact information for Billing the School District upon the completion of the Intern's program.

Name:	Bea Ponce
Title	Senior Administrative Secretary
Department:	Human Resources
Telephone Number:	(510) 231-1167
Email:	bponce@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

California State CSU East Bay, East Bay
College of Education and Allied Studies

RECEIVED
ACCT & FISCAL SERVICES
2014 AUG -7 A 10:03

Education Specialist Credential, Mild Moderate Disabilities Program
Education Specialist Credential, Moderate Severe Disabilities Program
Multiple Subjects Teaching Credential Program
Single Subject Teaching Credential Program

Intern Support/Mentoring and Supervision Memorandum of Understanding

1.0 Responsibilities Shared by the CSU East Bay and the District

1.1 This MOU is an agreement between the Trustees of the California State University hereinafter called the "TRUSTEES," on behalf of California State CSU East Bay, hereinafter called (CSU East Bay) and the West Contra Costa Unified School District, effective as of July 1, 2014.

1.2 CSU East Bay and the District share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special ED and an addition 45 hours of annual support, mentoring, and supervision related to teaching English learners.

1.3 Interns who begin their assignment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.

1.4 Interns who are appointed at a time base of less than 1.00 or (b) appointed after the start of the school year, all levels of support mentioned in this MOU (sections 2.0, 4.0, 5.0, 6.0, Appendix A) shall be prorated.

1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.

1.6 The District shall pay to CSUEB \$2000 per intern annually. CSUEB will send an invoice to the District on January 2nd for the funds upon the intern's completion of the program, per Appendix B.

1.7 The District certifies that interns do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high need areas.

1.8 The District certifies that this MOU has been reviewed and approved by the local District representing the District's teachers in collective bargaining.

2.0 CSU East Bay Personnel and Resource Support

2.1 CSU East Bay Intern Coordinator

CSU East Bay shall appoint a CSU East Bay Intern Coordinator to: (a) Support all CSU East Bay Interns; (b) Assist and monitor all Interns and CSU East Bay's CSU East Bay Supervisors, and (c) Work closely with the District's Employer Provided Mentors. The CSU East Bay Intern

Coordinator will provide training to all CSU East Bay CSU East Bay Supervisors (US) and will coordinate training of Employer Provided Mentors (BPM) with the district. The CSU East Bay Intern Coordinator will lead Intern Seminars and will monitor the intern's completion of the Intern Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

2.2. CSU East Bay Supervisor

CSU East Bay shall designate a CSU East Bay Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards, accountability systems that drive the curriculum of public schools
- f. A corresponding (same) teaching credential as the Intern will earn; or an Administrative Services Credential (general education only)

3.0 District Personnel and Resource Support

3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each Intern. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential (same as the Intern will earn)
- b. Three years successful teaching experience, and
- c. English Learner (EL) Authorization

3.2. CSU East Bay Supervisor -- Employee Provided Mentor Meetings

The intern, the US and the EPM shall meet in person at least 2 times per quarter (once every 4-6 weeks) to discuss the Intern's progress. The US and the BPM shall exchange emails at least once every two weeks.

3.3 Release Time

The District shall provide release time as needed for the intern and mentor to meet.

3.5 Employee Provided Mentor Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay Intern Coordinator.

1.0 CSU East Bay-Provided Support, Mentoring, and Supervision

4.1 General Education and/or Special ED Observations by CSU East Bay Supervisor

- a. 12 visits to observe the Intern teaching, followed by one-on-one conferences totaling at least 24 hours.

4.2 EL Observations by CSU East Bay Supervisor

- a. 6 visits to observe the Intern teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **12 hours**.

4.3 On-line Discussion Board, email, and Phone Support by CSU East Bay Supervisor

- a. US will provide **30 hours** per academic year of support and mentoring via Blackboard Discussion Board, email, and phone

4.4 Intern Seminars

- a. Intern Coordinator will lead six Online and face-to-face seminars for a total of **12 hours**

4.5 Intern Support Record

- a. The Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream **10 hours**

5.0 **District-Provided Support, Mentoring, and Supervision**

5.1 General Education and/or Special ED Support and Supervision by Employee Provided Mentor

- 5.2 The Employee Provided Mentor (EPM) will provide a minimum of **26 hours** of support/mentoring and supervision during the school day, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies

5.3 English Learner Support and Supervision by Employee Provided Mentor

The EPM will provide a minimum of **10 hours** of support and supervision related to English Learners during the school day.

5.4 District and School Site Professional Development and Meetings

Interns will attend a minimum of **60 hours** of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Develop Seminars

6.0 **Additional Support Provided by the CSU East Bay and District (Shared Responsibility)**

- 6.1 The US, the EPM, and the intern will meet at least six times (twice per quarter) for a minimum of **6 hours**.

6.2 Individualized Intern Plan

- a. The US, EPM, and the Intern shall develop the Individualized Intern Plan (IIP) during the first three weeks of school year;

- b. The IIP will specify the support, mentoring, and supervision the Intern will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
- c. The plan shall be approved by the CSU East Bay Intern Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
 - 1. Observation of others teaching
 - 2. Supervision of the Intern
 - 3. Conferences, in person
 - 4. Email or telephone conferences
 - 5. Grade level/department meetings
 - 6. Instructional planning
 - 7. Logistical help before or after school (bulletin boards, seating arrangements)
 - 8. Participation in District or Regional conferences
 - 9. Review and discuss test results
 - 10. Editing work-related writing (letters to parents, announcement, etc.)
 - 11. Completion of interactive journal (Intern and either US or BPM)
 - 12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers
- d. Interns are expected to attend all CSUEBB classes. They may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.

7.0 Intern Contract

- a. Each Intern will sign a contract agreeing to the terms and responsibilities outlined in the contract and MOU
- b. The Intern Contract will include the names of the CSU East Bay Supervisor and the Employer Provided Mentor
- c. By signing the contract the intern acknowledges that the internship may be revoked if the terms are not met.
- d. The internship will commence only after a signed contract has been submitted by the intern

7.1 Individual Intern Profile

- a. CSU East Bay will maintain a computer-based Individual Intern Profile (IIP) for each Intern, summarizing the type and quantity of *Support/Mentoring and Supervision each Intern receives*
- b. *CSU East Bay, the District*, and the Intern will all provide information, as requested, to the CSU East Bay Intern Coordinator.
- c. Intern will register and provide all information online as required by the Intern Contract and this MOU.

7.2 Intern Support Record

- a. Each CSU East Bay intern will complete an Intern Support Record each quarter, documenting the support received from CSU East Bay and District personnel
- b. The Intern Coordinator will monitor completion of the Intern Support Records on Task Stream

7.3 Oversight by Accreditation Coordinator

- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of

Teacher Education and Educational Psychology/Special Education and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay Supervisors and the performance of the District in meeting all requirements including in this MOU.

- b. The Accreditation Coordinator is responsible for reporting compliance with the Intern Support requirements to CTC

7.4 Oversight by CSU East Bay Dean

- a. The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel
- b. The intern will not receive credit for the placement if the District does not provide the support specified in this MOU

7.5 Oversight by District Administrator

- a. Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if they have concerns about the performance of CSU East Bay personnel

8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

8.1 This Agreement shall be in effect beginning with the 2014-2015 school year and shall be continuous and be in place for each subsequent academic year, until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.

8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.

8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions. of this agreement or upon 30 days' advance written notice by one party to the other; provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

This Agreement shall be effective as of July 1, 2014 and shall remain in effect for five (5) years, terminating on June 30, 2019.

9.0 General Provisions

9.1 General Indemnity The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

9.2 Insurance Requirements Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

9.3 Workers' Compensation insurance coverage as required by the State of California.

9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.

9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of Intern's student start date.

9.6 All parties shall Agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

9.7 Mandatory Instruction and Reporting: Before a Intern is assigned to the District for placement the CSU East Bay shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

9.8 The District and the CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

9.10 Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.

9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

9.12 Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

District:
Kenneth Whittemore
Assistant Superintendent, Human Resources
1108 Bissell Avenue
Richmond, CA 94801
(510) 231-1184
kwhittemore@wccusd.net

CSU East Bay:
Program Issues
College of Education & Allied Studies
Shira Lubliner, CEAS Accreditation Coordinator
25800 Carlos Bee Blvd, AB 111
Hayward, CA 94542
510-885-4484 | shira.lubliner@csueastbay.edu

Contract Issues:
Procurement Office
Deborah Haynes, Buyer II
25800 Carlos Bee Blvd, SA 2750
Hayward, CA 94542
510-885-3842 | deborah.haynes@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Signatures:

California State CSU East Bay, East Bay agrees to the terms and conditions described in this document.

By: <u>Shira Lubliner</u> 8/5/14	By: <u>Deborah Haynes</u> 8/14/14
Authorized Signature Date	Authorized Signature Date
<u>Shira Lubliner Accreditation Coordinator</u>	<u>Deborah Haynes Buyer II</u>
Printed Name & Title	Printed Name & Title

The West Contra Costa Unified School District agrees to the terms and conditions described in this document.

By: Kenneth Whittemore 7/30/2014
Signature, District Representative Date

Kenneth Whittemore, Assistant Superintendent, Human Resources
Printed Name & Title

By: _____
Signature, Teachers' Association Representative Date

Robert Mann, President, United Teachers of Richmond
Printed Name & Title

By: _____
Signature, School Board Certification (If Applicable) Date

Printed Name & Title

Appendix A
Intern Support: A Shared Commitment to Excellence in Teaching
190 Hours of Support per School Year

CSUEB Support: CSU East Bay Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (BPM)	Shared Responsibility
<u>Regular Ed/Special Ed: US Observations and Conferences</u> <ul style="list-style-type: none"> 12 observations of the Intern teaching and follow-up conferences (2 hours each) <u>EL: US Observations and Conferences</u> <ul style="list-style-type: none"> 6 observations of the Intern teaching EL and follow-up conferences (2 hours each) <p>Total 36 hours (1 hour per week)</p>	<u>Regular Ed/Special Ed: BPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <u>EL: BPM Support and Supervision</u> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day <p>Total 36 hours (1 hour per week)</p>	<u>Intern, US, BPM Meetings</u> <ul style="list-style-type: none"> The intern, the US and the BPM (and BPM-EL) shall meet in person at least twice per quarter (6 meetings, 1 hour each) to discuss the Intern's progress. During the first meeting the intern, the US and the BPM will develop an Individualized Intern Plan (IIP), describing the support, mentoring and supervision the intern will receive. The plan shall be approved by the CSU East Bay Intern Coordinator. <p>Total 6 hours</p>
<u>US Email, Phone Support</u> <ul style="list-style-type: none"> US will provide 30 hours per academic year of support and mentoring via Blackboard Discussion Board, email, or phone <p>Total 30 hours</p>	<u>District/School-Sponsored Professional Development and Meetings</u> <ul style="list-style-type: none"> Interns will attend a minimum of 60 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars <p>Total 60 hours</p>	<p>The US and the BPM (and BPM-EL) shall exchange emails at least once every two weeks</p>
<u>Intern Seminars</u> <ul style="list-style-type: none"> Intern Coordinator will lead six Online and face-to-face seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (two seminars per quarter) <p>Total 12 hours</p>		
<ul style="list-style-type: none"> The Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream <p>Total 10 hours</p>		

Appendix B

The District and CSU East Bay to exchange contact information required in the Intern Support/Mentoring and Supervision of the Memorandum of Understanding for section 1.6 in the MOU.

I. CSU East Bay

a. Program Director Contact Information:

Name:	Shira Lubliner
Title	Accreditation Coordinator
Department:	Teacher Education Department
Telephone Number:	510-885-4484
Email:	Shira.lubliner@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AB-111, Hayward, CA 94542

b. Program Coordinator to receive notification of the Intern completion of the program for invoicing the School District:

Name:	Dania Massey
Title	Intern Coordinator
Department:	Teacher Education Department
Telephone Number:	510-885-3016
Email:	Dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AB-250, Hayward, CA 94542

II. West Contra Costa Unified School District

a. Program Director Contact Information:

Name:	Cheryl Cotton
Title	Director of Human Resources, Certificated
Department:	Human Resources
Telephone Number:	(510) 231-1181
Email:	ccotton@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

b. Program Coordinator to contact information for Billing the School District upon the completion of the Intern's program.

Name:	Bea Ponce
Title	Senior Administrative Secretary
Department:	Human Resources
Telephone Number:	(510) 231-1167
Email:	bpnce@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

Memorandum of Understanding
Between the
West Contra Costa School District
And the
United Teachers of Richmond

UTR would like to add the following to the CSUEB MOU regarding interns:

- West Contra Costa Unified School District and the United Teachers of Richmond (UTR), the collective bargaining agent for the District's teachers, will discuss and negotiate interns' salary and any modifications to their placement on the salary schedule.
- Clerical correction/clarification: **Section 8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement**

Section 9.0. General Provisions. - should read (placement of periods):

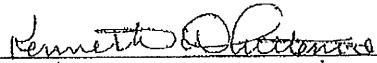
...with Section 9.0 General Provisions of this...

UNITED TEACHERS OF RICHMOND


Robert Mann, UTR President

8/12/14
Date

WEST CONTRA COSTA USD


Kenneth Whittemore,
Assistant Superintendent Human Resources

8-12-14
Date



West Contra Costa Unified School District
Consultant Services Summary

7/19/17
Board Date
Purchase Order Number
Purchasing Use Only

Requisition # 1000002373

Maintenance & Operations	Battalion One Fire Protection
School / Department	Consultant Name
Julio Arroyo	From July 1, 2017 To 6/30/2018
Administrator Contact	Dates of Services
Account Number 01-8150-5640-612-0000-8110-400110-0-0000	Funding Source RRM
	Amount \$ 123,653.00

Description of Services:
Annual Inspections of Fire Alarm Systems at 31 sites.

Total Amount of Contract: \$ 123,653.00

Number of Students / Staff Impacted:
District Wide

Outcome / Deliverables:

Justification:

☐

Specialized Expertise

☐

Requirement of Grant or Funding Source


Originator Signature

6/28/2017

Date

This form must be board agenda ready and be attached to all consultant contracts.
If additional space is needed please attach to this form.
This form must be typed.

1000002373

BATTALION ONE**FIRE PROTECTION****FIRE ALARMS
TESTING & MAINTENANCE AGREEMENT**

Date: 07/03/2017 **Estimate #** SL070317-01
To: West Contra Costa USD **Job Site:** Various
1400 Marina Way S
Richmond, CA 94804 **Site Address:** See Attachment A
Attention: Vincent Meyer
Phone: 510-620-2159 **Email:** vmeyer@wccusd.net

SCOPE OF WORK:

Battalion One Fire Protection is pleased to present this proposal to perform the CSFM required Fire/Life Safety Inspections on the systems located at the above referenced address. The scope of work and details of the inspections to be completed are as follows:

- Annual inspections of Fire Alarm Systems at 31 locations as listed on Attachment A.

Total Annual Cost: \$123,653.00 (Based upon current prevailing wage rates)

AGREEMENT TERM:

The term of this agreement shall be for a period of One (1) year and shall automatically renew annually thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term.

BILLING INSTRUCTIONS:

Testing will be invoiced: ☒ Upon the completion of each test ☐ Every quarter beginning upon proposal acceptance ☐ 100% in advance upon proposal acceptance

CLARIFICATIONS AND SPECIAL INSTRUCTIONS:

- Upon completion of each inspection, a CSFM AES or NFPA 72 Inspection Report will be provided, indicating that the tests have been performed and completed.
- During the course of an inspection, any items found to be in need of repair or replacement will be noted on the Inspection Report. Corrective actions required to bring the system back to full operational specifications will be noted, and a quotation for performing the necessary repairs to bring the system(s) into compliance will be provided.
- Inspections and testing will be performed during normal business hours, Monday through Friday between 7:00am and 3:30pm, unless otherwise noted above.
- All equipment and areas of inspection must be accessible on the day of the inspections. Any return trips will incur an additional cost.
- The Customer will assist the Battalion One Service Technician(s) during inspections (for access purposes).
- The Customer is responsible for notifying the monitoring company prior to the inspection.

License #919683 C10/C16
14755 Catalina Street, San Leandro CA 94577
510.653.8075 Phone • 510.653.8078 Fax • www.battaliononefire.com

INITIALS

BATTALION ONE



FIRE PROTECTION

To: West Contra Costa USD
Jobsite: Various

07/03/2017
Estimate #: SL070317-01

EXCLUSIONS:

- Quality of performance of the specified and/or designed system rests solely with the AHJ and installing contractor. Battalion One Fire Protection holds no liability for whether the protection of the installed and approved system is adequate and assumes no responsibility for loss of property and/or lives within the space due to a fire.
- During the process of performing inspections, repairs and/or modifying fire sprinkler and standpipe systems it may be necessary to flow water for testing, draining and/or refill of the systems(s), and the points where water flows from the system(s) may be located outside, on the roof and/or inside the building. The building owner and/or management is/are responsible for ensuring that any drainage system(s) that will be needed to carry away the water discharged is/are maintained and capable of handling the quantity and flow rate of the water. Battalion One Fire Protection is not responsible for damages and/or losses due to leakage or failure of any drainage system(s) and/or building structures affected by pooling water due to failure of any drainage system(s).
- Any work not specifically included in the project scope
- Capturing and/or treating any water that may be discharged during flushing, draining, etc. if required or requested by the AHJ
- Fire Watch
- Bonding
- Overtime, holiday, weekend or shift work, unless specifically included in the project scope
- "Time is of the essence" requirements
- Requirements of insurance underwriters

Thank you for the opportunity to review your needs and offer this proposal. Please feel free to contact me if you have any questions or comments.

If you would like us to proceed with the work included in this proposal, please sign below and return to Battalion One Fire Protection by email or fax.

Sincerely,

Battalion One Fire Protection
A California Corporation
By: *Sandra C. Louie*
Sales Manager
Mobile: 510-725-5956
slouie@battaliononefire.com

AUTHORIZATION TO PROCEED:

The undersigned has read and agrees to this proposal, including the terms and conditions attached following this page, and hereby authorizes Battalion One Fire Protection to proceed with work.

Accepted By: _____

PO #: _____

Signature: _____

Date: *6-27-17*



To: West Contra Costa USD
Jobsite: Various

07/03/2017
Estimate #: SL070317-01

TERMS AND CONDITIONS:

- **Definitions:** In these terms and conditions: Contractor shall mean Battalion One Fire Protection, a California corporation; Buyer shall mean the person signing this agreement and the person(s), company or entity he/she represents; AHJ shall mean Authorities Having Jurisdiction; Owner shall mean the person or entity that is the current owner of the property or properties where work is being performed under this agreement; Project shall be the work described in Contractor's quotation.
- **Time Limits:** All quotations are valid for a period of 30 days, unless rescinded for cause.
- **Hours of Operation:** All work is to be performed during normal business hours, between 7AM & 3:30PM Monday thru Friday excluding holidays, unless specifically stated otherwise in the project scope.
- **Repairs:** Unless specifically included in the project scope, patching and or painting of walls, ceilings or other finished surfaces are not included in this contract.
- **Asbestos:** Buyer acknowledges that the project may contain asbestos due to its age. Buyer agrees to provide Contractor with copies of all asbestos surveys Owner has obtained regarding the project. Buyer further agrees to have an asbestos survey conducted if Contractor requests it. Buyer understands that only licensed, registered asbestos abatement contractors are permitted by law to disturb asbestos or remove asbestos from the project.
- **No Liability for Buyer's or Owner's Conduct:** Contractor is not an insurer, and makes no representations or warranties, express or implied that any fire protection system it installs will in all cases prevent any loss by fire, smoke, water damage, or otherwise, or that the fire protection system will in all cases provide the protection for which it is installed or intended. Contractor will not accept liability which arises either directly or indirectly from Buyer's or Owner's maintenance or failure to maintain its fire protection system, inspection or failure to inspect its fire protection system, and/or Buyer's or Owner's failure to obtain or renew any certification of the system required by law, or cancellation of any certification as a result of Buyer's or Owner's conduct.
- **Indemnification:** To the fullest extent allowed by law, Buyer shall indemnify, defend and hold Contractor and its agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by Contractor or its agents that are caused by any action of Buyer relating to the goods or services sold by Contractor to Buyer. Buyer shall further defend, indemnify and hold Contractor harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to actual attorney fees incurred by Contractor arising out of any claimed design or engineering defect relating to specifications provided by Buyer to Contractor. To the fullest extent allowed by law, Contractor shall indemnify, defend and hold Buyer and its agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by Buyer or its agents to the extent such claims are attributable to any negligent act or omission of Contractor relating to the goods or services provided by Contractor to Buyer under this contract. Neither party shall have a duty to provide an upfront defense against any allegations of claims arising out of the subject matter of this indemnification clause.
- **Payment:** Invoicing will be as selected and agreed to above. Payment terms are net 10 days unless otherwise agreed to.
 - All claims must be made within 10 business days of date of invoice.
 - Past due balances may be subject to a late charge of 1.5% per month, or the maximum amount allowed by law.
- **Limitation of Liability:** In recognition of the relative risks and benefits of the project which is the subject of this contract, Buyer agrees, to the fullest extent allowed by law, to limit the liability of Contractor to Buyer for any and all claims, losses, costs, damages, or claims expenses from any cause or causes arising from Contractor's work, so that the total aggregate liability of Contractor to Buyer shall not exceed \$500, or the total fee Contractor received for its services under this contract, whichever is greater. It is intended that this limitation shall apply to any and all liability or causes of action, however alleged or arising, unless otherwise prohibited by law.
- **Attorney fees:** In any litigation, arbitration, or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees and costs and expenses incurred.
- **Equipment Shutdown and Other Ancillary Functions:** Buyer is responsible for identifying and preparing for any equipment shutdown or other ancillary equipment functions that may be connected to the system(s) being serviced. CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR DAMAGES OF ANY KIND CAUSED BY THE FAILURE OF BUYER TO PREPARE FOR THE ACTIVATION OF EQUIPMENT SHUTDOWN OR OTHER ANCILLARY FUNCTIONS INCLUDING LOSS OF DATA, PRODUCTION OR MATERIAL.
- The project quotation does not include any allowance for Contractor's Standby Time. Contractor's Standby Time due to Contractor's inability to access the work area and/or equipment to be inspected, tested and/or worked on, Buyer delays in aiding Contractor with the shutdown process and/or any other factors outside of Contractor's control will be charged-for in addition to the above cost according to Contractor's normal rate schedule, and may be subject to overtime and/or double time charges.

End of Proposal

License #919683 C10/C16

14755 Catalina Street, San Leandro CA 94577

510.653.8075 Phone • 510.653.8078 Fax • www.battaliononefire.com

Page 3 of 3

INITIALS

**West Contra Costa Unified School District
SUMMER 2017**

SCHOOL	ADDRESS	CITY	FACP	NACS	DUCTS	SMOKES	HEATS	PULLS	AV	BATTERY	W/F	TAMPER	TOTAL
DeAnza HS	5000 Valley View Road	El Sobrante	X	X	X	X	X	X	X	X	X	X	\$12,015
DeJean Middle	3400 Macdonald Avenue	Richmond	X			X		X	X	X	X	X	\$2,720
Downer	1777 Sanford Avenue	San Pablo	X	X	X	X	X	X	X	X	X	X	\$4,739
El Cerrito HS	540 Ashbury Avenue	El Cerrito	X	X		X	X	X	X	X	X	X	\$10,450
Hercules Mid/High	1900 Refugio Valley Road	Hercules	X	X	X	X	X	X	X	X	X	X	\$9,907
Kennedy Learning Cent	4300 Cutting Blvd	Richmond	X			X	X	X	X	X			\$1,287
Kennedy HS	4300 Cutting Blvd	Richmond	X	X		X	X	X	X	X	X	X	\$10,974
Mira Vista	6397 Hazel Avenue	Richmond	X	X		X	X	X	X	X			\$3,168
Montalvin	300 Christine Drive	San Pablo	X	X		X	X	X	X	X	X	X	\$3,229
Murphy	4350 Valley View Road	Richmond	X	X		X	X	X	X	X			\$2,240
North Campus (Alt)	2465 Dolan Way	San Pablo	X			X	X	X	X	X			\$930
Nystrom Elementary	230 Harbour Way South	Richmond	X	X		X	X	X	X	X	X	X	\$4,185
Nystrom - RCP	231 Harbour Way South	Richmond	X			X	X	X	X	X			\$1,184
Nystrom - LPS	230 Harbour Way South	Richmond	X	X		X	X	X	X	X	X	X	\$1,739
Pinole Middle	1575 Mann Drive	Pinole	X	X		X	X	X	X	X	X	X	\$6,930
Richmond HS	1250 - 23rd Street	Richmond	X	X		X	X	X	X	X			\$2,993
Vista High (Alt)	2625 Barnard Road	San Pablo	X			X	X	X	X			X	\$2,566
Washington	565 Wine Street	Richmond	X	X	X	X	X	X	X	X			\$3,238
													\$84,494

NEW SCHOOLS 2017

SCHOOL	ADDRESS	CITY	FACP	NACS	DUCTS	SMOKES	HEATS	PULLS	AV	BATTERY	W/F	TAMPER	TOTAL
Caliber Portables	4301 Berk Avenue	Richmond	X	X		X	X	X	X				\$2,030
Coronado	2100 Mairne Avenue	Richmond	X	X		X	X	X	X	X	X	X	\$3,647
Greenwood	831 Chanslor Avenue	Richmond	X	X		X	X	X	X	X	X	X	\$3,879
Karmatsu	7125 Donal Street	El Cerrito	X	X	X	X	X	X	X	X	X	X	\$6,817
LPS	880 Bissell Avenue	Richmond	X			X	X	X	X	X	X	X	\$4,298
Olinda	5855 Olinda Road	El Sobrante	X	X	X	X	X	X	X	X	X	X	\$2,863
Pinole Valley HS - porta	2900 Pinole Valley Road	Pinole	X	X		X	X	X	X	X			\$5,082
Portola Portables	1021 Navellier Stree	El Cerrito	X	X		X	X	X	X				\$2,240
Shannon	685 Marresta Road	Pinole	X	X		X	X	X	X	X	X	X	\$2,544
Stiege - Old campus			X	X		X	X	X	X	X			\$1,536
Stiege - portables			X			X	X		X	X			\$1,208
Valley View Portables	3416 Maywood Drive	Richmond	X	X		X	X		X	X			\$1,731
Valley View School	3416 Maywood Drive	Richmond	X	X		X	X	X	X	X			\$1,284

20%

\$39,159



West Contra Costa Unified School District
Consultant Services Summary

7/19/17
Board Date
Purchase Order Number
Purchasing Use Only

Requisition # 100002372

Maintenance & Operations

Communication Services Company

School / Department

Consultant Name

Julio Arroyo

From July 1, 2017 To 6/30/2018

Administrator Contact

Dates of Services

Account Number

Funding Source

Amount

01-8150-5640-612-0000-8110-400110-0-0000

RRM

\$ 78,480.00

Description of Services:

Total Amount of Contract:

\$ 78,480.00

Contract services for annual monitoring of all West Contra Costa USD sites for the fire alarm.

Number of Students / Staff Impacted:

District Wide

Outcome / Deliverables:

Justification:

☐

Specialized Expertise

☐

Requirement of Grant or Funding Source



Originator Signature

6/28/2017

Date

This form must be board agenda ready and be attached to all consultant contracts.

If additional space is needed please attach to this form.

This form must be typed.

1000002312



COMMUNICATION SERVICE CO.

An IBEW Union Local 302 Contractor
NECA MEMBER • U.L. Cert #917987-001

2624 Verne Roberts Cir., 101
Antioch, CA 94509
(925) 755-FIRE(3473)
(925) 755-3418 Fax

West County:
(510) 799-0300
Fax (510) 799-0966

C10-700796 • SALES, SERVICE, INSTALLATION & MONITORING • Est. 1952
www.calcs.com

Submitted to:	WCCUSD	Fax Number	510-237-6350	Date	6/1/2017
Street:	125 South 8th Street	Job Name	<u>Various Sites</u>		
City/State:	Richmond, CA	Zip Code	94804-2321	Job Address:	West Contra Costa Unified School District.
Contact:	Julio M. Arroyo	City/State/Zip			
Phone Ofc/Cell	510-620-2159		510-529-8837	Description:	Monitoring and Labor Agreement
Email	Julio.arroyo@wccusd.net	Project#	17-06-001		
<hr/>					
PROPOSAL	We hereby submit specifications and/or estimates for the following:				PROPOSAL

This proposal is for the following services within West Contra Costa Unified School District.

Fiscal year 2017-2018 MONITORING amount:

Monthly Total:	\$	6,540.00	<i>Estimated</i>
Annual Total:	\$	78,480.00	<i>Estimated</i>

Currently there are 198 accounts monitored at the rate of \$30.00 per account monthly, estimated break out:

Estimated Monthly amount:	\$ 6,240.00
Estimated Annual amount:	\$ 74,880.00

Monthly Phone Answering Service at:

Monthly amount:	\$ 300.00
Annual Amount:	\$ 3,600.00

Fiscal year 2017-2018 FIRE and SECURITY ALARM maintenance for general repairs and service.

Estimated Amount: TBD

The amounts indicated above to not include the following:

1. Major repairs.
2. System, equipment and cable replacement.
3. Testing and certification of systems.

Any material pricing proposed will be good for 45 days, after that time please call CSC to verify pricing. Labor pricing is good until November 30th 2017.

All work shall be performed during CSC's normal working hours-Monday thru Friday 6:00am - 6:00pm based on an 8 hour work day within this time period (applies only to field labor).

Prior approval for any overtime (6:00pm - 6:00am), weekend, and/or Sunday/Holiday work shall be required and will be charged at CSC's after hour rate accordingly .

Labor rate shall be at: \$95.00 per hour, per man during CSC's normal working hours.

Any equipment or materials proposed shall be new and most current model/versions.

This proposal shall cover the WCCUSD fiscal year starting at: July 1st, 2017 and ending on June 30th, 2018

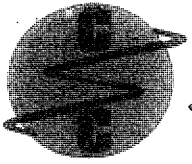
ABOVE INSTALLATION GUARANTEED FOR (1) YEAR PARTS, 90 DAYS LABOR, ABUSE, MISUSE OR ALTERATIONS NULLIFIES THIS GUARANTEE

WE PROPOSE: hereby to furnish material and labor, complete in accordance with above specification, for the sum of:

Dollars: **See Above**

TERMS: Payment is due Net 30 days from Invoice, a 1.5% per month late fee is applicable for any payment not received within these terms. All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond CSC's control. CSC's workers are fully covered by Liability and Worker's Compensation Insurance. Project Owner is to carry fire and other necessary insurance.

ACCEPTANCE: Signature below constitutes acceptance of this proposal and deems it to be a valid contract between CSC and Owner and/or Owner Representative and/or Contractor. The above price(s), specifications, conditions and terms are satisfactory and are hereby accepted.



COMMUNICATION SERVICE CO.

An **IBEW** Union Local 302 Contractor
NECA MEMBER • U.L. Cert #917987-001

2624 Verne Roberts Cir., 101
Antioch, CA 94509
(925) 755-FIRE(3473)
(925) 755-3418 Fax

West County:
(510) 799-0300
Fax (510) 799-0966

C10-700796 • SALES, SERVICE, INSTALLATION & MONITORING • Est. 1952
www.calsc.com

Authorized Signature

Date

6-27-07



West Contra Costa Unified School District
Consultant Services Summary

7/19/17
Board Date
Purchase Order Number
Purchasing Use Only

Requisition # 18000250


Maintenance & Operations	Flyers
School / Department	Consultant Name
Julio Arroyo	From July 1, 2017 To 6/30/2018
Administrator Contact	Dates of Services
Account Number 01-8150-4350-687-0000-8110-400110-0-0000	Funding Source RRM
	Amount \$ 160,000.00

Description of Services: Total Amount of Contract: \$ 160,000.00
Renewal of continuing contract to purchase fuel for district vehicles and additional supplies for the 2017-18 year. Fuel purchased via "Card Lock System".

Number of Students / Staff Impacted:
District Wide

Outcome / Deliverables:

Justification: ☐ Specialized Expertise ☐ Requirement of Grant or Funding Source


Originator Signature Date 6/28/2017

This form must be board agenda ready and be attached to all consultant contracts.
If additional space is needed please attach to this form.
This form must be typed.



West Contra Costa Unified School District
Consultant Services Summary

7/19/17
Board Date
Purchase Order Number
Purchasing Use Only

Requisition # 1000002374

Maintenance & Operations	Siemens Industry Inc.
School / Department	Consultant Name
Julio Arroyo	From July 1, 2017 To 6/30/2018
Administrator Contact	Dates of Services
Account Number 01-8150-5640-612-0000-8110-400110-0-0000	Funding Source RRM
	Amount \$ 86,611.00

Description of Services:

Annual Inspections of Fire Alarm Systems at 31 sites.

Total Amount of Contract: \$ 86,611.00

Number of Students / Staff Impacted:

District Wide

Outcome / Deliverables:

Justification:

☐

Specialized Expertise

☐

Requirement of Grant or Funding Source


Originator Signature

6/28/2017

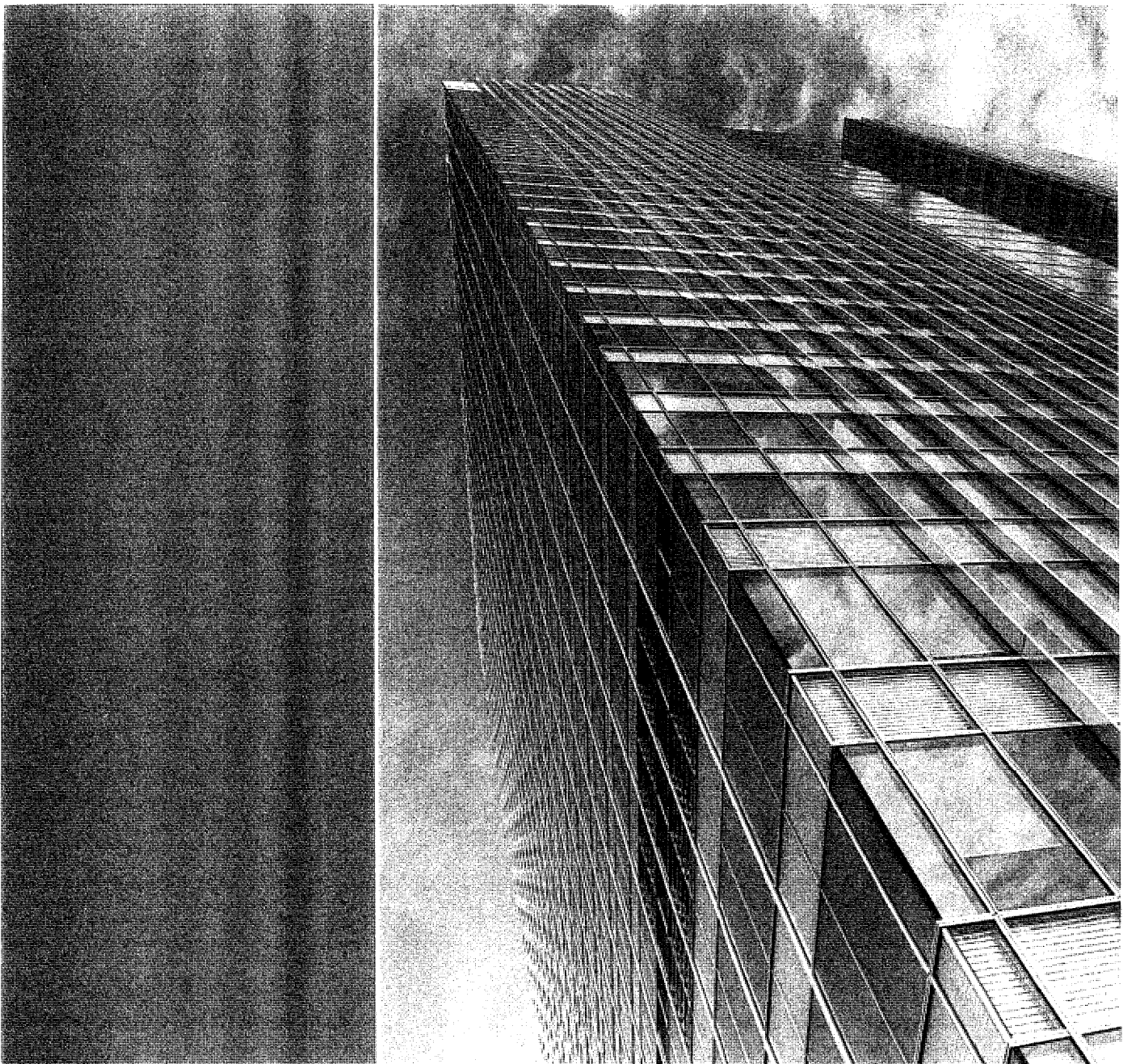
Date

This form must be board agenda ready and be attached to all consultant contracts.

If additional space is needed please attach to this form.

This form must be typed.

1000002374



Advantage Services[®]

Agreement for West Contra Costa School District

August 1, 2017

08/01/17

SIEMENS



Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

1 Service Solution

FIRE ALARM & LIFE SAFETY SERVICES

Approach

The Advantage Services plan is an economical choice for customers who require planned and scheduled inspection services but do not require a guaranteed response time for emergencies. Service calls outside the scope of regularly scheduled inspections can be handled on a time and material basis and will be responded to as soon as staff is available.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, sensitivity testing and a detailed written report following each service visit.

Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

Fire Alarm System Testing & Inspection

We will perform an annual test of all covered fire systems by certified specialists using testing protocols specified by NFPA 72 as well as any local guidelines that are required for your facility. Necessary documentation detailing the results of the inspection, including a list of deficiencies, will be provided upon completion of the test to satisfy the AHJ and to maintain your Certificate of Occupancy. This also includes annual audio visual testing and elevator recall.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this service agreement in Attachment A-2.

2 Service Implementation Plan

Fire Alarm & Life Safety Services On-site Response Time and Call Windows

Attribute	
Emergency Online/Phone Response	Within 60 minutes
Response time - onsite for critical components	Within 24 hours – labor to appear onsite is billable
Response time - onsite for non-emergency	Within 24 hours – labor to appear onsite is billable
Hours of Service	24 x 7 – labor is billable
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately.

Service Team

Siemens Industry **FIRE SAFETY SYSTEM SERVICE CONTACT INFORMATION**

SERVICE RESPONSE:

To call or schedule Service/ Repair and for Emergencies:

1.866.728.7767

This number is manned by a live representative 24/7. Please provide your name, site location, phone number and a brief description of your problem. If your call is received after hours, and is an emergency, the dispatcher will page the on-call technician, who will return your call to discuss the problem. The technician will respond accordingly depending on issue. If your call is received between 8:00am and 5:00pm or if your call is received after hours and is not an emergency the dispatcher will return your call during normal hours to schedule a repair visit.

Service Team:

Service Team Leader (Scheduling of Inspections)

Shauna Sandlin ph: (510) 634-9595
Shauna.sandlin@siemens.com

Sales Executive, Account Manager

Gwen Neuzil cell: (510) 589-4074
gwen.neuzil@siemens.com

Service Operations

Andrew Patton ph: (510) 861-0189
andrew.patton@siemens.com

Advantage Services

Signature Page and Investment By and Between:

Siemens Industry, Inc.
25821 Industrial Blvd
Hayward, Ca 94545
Gwen Neuzil
510-589-4074
gwen.neuzil@siemens.com

West Contra Costa Unified School District
1400 Marina Way S
Richmond, CA 94804
Julio Arroyo
510-231-1109
lmatteucci@sbcglobal.net

Services shall be provided multiple schools please see "Attachment A":

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 1 Year beginning 07/01/2017. Pricing is based on Normal Working Hours (6:00am-5:00pm)

Schools Attachment A	7/1/2017 to 6/30/2018	\$86,611	\$86,611 paid semi-annually (December 2017/June 2018)
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Exclusions/Inclusions:

Applicable sales taxes are not included in the price of this proposal.

Prices quoted in this proposal are firm for 30 days.

Any access issues that cause delays in testing and inspecting may result in additional fees.

Late cancellation of testing and inspecting may result in additional fees.

Proposal accepted by:
Julio Arroyo
Maintenance and Operations
West Contra Costa Unified School District

Signature

Date

Proposal submitted by:
Gwen Neuzil
Executive Sales
Siemens Industry, Inc.

Signature

Date

P.O.# _____

Signing Manager Name

- ☐ Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

- ☐ Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Signing Manager Title

Signature

Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity of the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly

included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly.

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

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Advantage Services

- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue

Siemens Industry, Inc., Building Technologies Division

amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All Items, 1982- 1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonably incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

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AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the value of the Services, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, sumps and basins, etc., unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST

REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Covered Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. **Discounted Labor & Material Pricing**

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Labor Discount:	20% off of current published rate Plus a \$50 truck charge for emergency service visits
Siemens Parts:	25% off of current User Net.

ATTACHMENT A-1

School Sites		
Bayview	3001 - 16th Street	San Pablo
Chavez	960 - 17th Street	Richmond
Collins	1224 Pinole Valley Road	Pinole
Dover	1870 - 19th Street San	Pablo
Ellerhorst	3501 Pinole Valley Road	Pinole
Fairmont	724 Kearney Sreet	El Cerrito
Ford	2711 Maricopa Avenue	Richmond
Grant	2400 Downer Avenue	Richmond
Hanna Ranch	2480 Refugio Valley Road	Hercules
Harding	7230 Fairmount Avenue	El Cerrito
Highland	2829 Moyers Road	Richmond
Kensington	90 Highland Boulevard	Kensington
King	4022 Florida Avenue	Richmond
Lake	2700 - 11th Street	San Pablo
Lincoln	29 - 6th Sreet	Richmond
Lupine Hills	1919 Lupine Road	Hercules
Madera	8500 Madera Drive	El Cerrito
Ohlone	1616 Pheasant Drive	Hercules
Peres	719 - 5th Street	Richmond
Riverside	1300 Amador Street	San Pablo
Sheldon	2601 May Road	Richmond
Stewart	2040 Hoke Drive	Pinole
Wilson	629-42nd Street	Richmond
Cameron	7140 Gladys Avenue	El Cerrito
Tara Hills	2300 Dolan Way	San Pablo
Verde	2000 Glaramita Street	Richmond
Helms	2500 Road 20	San Pablo
Crespi	1121 Allview Avenue	El Sobrante
Alvarado	5625 Sutter Avenue	Richmond
Portola	1121 Navaleir	El Cerrito
Serra	6028 Ralston Avenue	Richmond

ATTACHMENT A-2

Maintained Equipment Table

SIEMENS

**Siemens Building Technologies
Service Agreement**

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Control & Annunciation	Control & Annunciation	Fire Alarm Panel	36			
Services (Times per year): Test and Inspection (1)						
Control & Annunciation	Control & Annunciation	Power Supplies	64			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Smoke Detectors	3149			
Services (Times per year): Test and Inspection (1)						
Detectors	Detectors	Heat Detectors	840			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Tamper Switch Monitor Module	19			
Services (Times per year): Test and Inspection (2)						
Field Peripherals	Field Peripherals	Waterflow Switch Monitor Module	25			
Services (Times per year): Test and Inspection (2)						
Field Peripherals	Field Peripherals	Manual Pull Station	449			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Audio Visual Devices	2000			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Duct Detectors	72			
Services (Times per year): Test and Inspection (1)						



West Contra Costa Unified School District
Consultant Services Summary

7/19/17
Board Date
Purchase Order Number
Purchasing Use Only

Requisition # 1000002376

Maintenance & Operations	Syserco	
School / Department	Consultant Name	
Julio Arroyo	From July 1, 2017 To 6/30/2018	
Administrator Contact	Dates of Services	
Account Number 01-8150-5640-612-0000-8110-400110-0-0000	Funding Source RRM	Amount \$ 63,514.00

Description of Services:
Service solutions for Alerton Systems for various sites.

Total Amount of Contract: \$ 63,514.00

Number of Students / Staff Impacted:
District Wide

Outcome / Deliverables:

Justification:

☐

Specialized Expertise

☐

Requirement of Grant or Funding Source


Originator Signature

6/28/2017

Date

*This form must be board agenda ready and be attached to all consultant contracts.
If additional space is needed please attach to this form.*
This form must be typed.

West Contra Costa Unified School District
Alerton Sites

1000002376

Building Automation Service Agreement

Service Solutions for your Alerton System

SYNERCO



Presented to: Vince Meyer

Presented by: Heather Kaplan

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Executive Summary:

WCCUSD is Located on the San Francisco Bay, the West Contra Costa Unified School District serves more than 31,000 students from kindergarten through grade 12 as well as adult learners. As one of seven unified school districts in Contra Costa County, they serve the cities of Richmond, Hercules, Pinole, El Cerrito, and San Pablo and the unincorporated areas of East Richmond Heights, El Sobrante, Kensington, Bay View-Montalvin Manor, North Richmond, and Tara Hills. They are the 30th largest local education agency in California. More than 80 languages are spoken within their 65-square-mile jurisdiction.

West Contra Costa Unified School District has installed a state of the art Alerton System to reside within their school sites located within the District. These buildings have been built to house and support teachers & students, as well as staff & other important roles within the District these functions are critical to the business success of West Contra Costa Unified School District.

To control and monitor the complex mechanical systems that ensure product quality, and teacher/student comfort West Contra Costa Unified School District has installed a state of the art Alerton Building Automation System. This significant investment in Alerton controls, monitors and alarms all aspects of the facility's operation.

The purpose of this proposal is to provide West Contra Costa Unified School District a flexible program that will provide the short and long-term support needed to insure your facility operates at peak efficiency with minimum downtime. This Service Agreement has been customized to meet your Facility's unique requirements as discussed with Luis Freese.

The major components of this program include:

- ✓ Unlimited Technical Support
- ✓ Annual Preventive Maintenance Routines
- ✓ Owner onsite team training
- ✓ Discount on Labor & Materials
 - ✓ 60% off of Alerton
 - ✓ 55% off of Belimo
 - ✓ 20% off of Syserco Labor
- ✓ Twice a month of 8 hours of Owner Directed On Site Support
- ✓ Dedicated Project Team with Primary and Secondary Technicians, Account Manager and Account Engineer
- ✓ Next Business Day Emergency Response

Specifically the implementation of this program will accomplish the following:

- ✓ Increased Teacher/Student Comfort
- ✓ Increased Operator Efficiency
- ✓ Decreased Un-Planned Maintenance Costs
- ✓ Decreased Energy Usage
- ✓ Reduced System Down-Time
- ✓ Reduced Teacher/Student Complaints



As part of our partnership with West Contra Costa Unified School District, it is our goal to provide you with an optimum control system and energy management solution. Syserco looks forward to working with West Contra Costa Unified School District and to providing you the support and training necessary to help you maintain and operate this facility at peak efficiency.



Proposed Solution:

The implementation plan for your Service Agreement will include the following services to be provided on the equipment contained within West Contra Costa Unified School District.

Customer Support Services:

Syserco's Customer Support Services assist you and your staff in running your facility more efficiently and in fully utilizing the power of your Alerton Building Automation System.

☒ **Site Log – Standard:** Syserco will provide you with a Site-Log for documentation of concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log so that our technicians are aware of items needing immediate attention.

☒ **Operator Support:** Syserco will provide **six (6) days** per year of pre-scheduled Operator Support to assist your operators in identifying, verifying and resolving problems found while operating the Alerton System. This pre-allocated time allows you to control your operating budget, while providing supplemental training, addressing system issues or modifying the system to meet your facility's changing needs.



Proposed Solution:

System Support Services:

Preventative Maintenance is a critical component to protecting your significant investment and to ensure that your facility operates at peak efficiency with minimum downtime. The Preventative Maintenance routines as defined within this section shall be executed on an annual basis by Syserco's trained professionals to ensure that your Alerton Automation System operates at the highest availability. The preventative maintenance routines noted below are included within this agreement.

- ☒ **Disaster Recovery:** The electronic information stored within your system represents a significant part of your investment. In the event of a catastrophic system failure, these backups allow us to completely restore your system to the last backup state. During each Preventative Maintenance visit, Syserco will perform a full system backup. Two copies of this backup will be made. One will be maintained onsite at your facility and the second archived at our offsite data storage facility.
- ☒ **Preventative Maintenance Reports and Recommendations:** Upon completion of each PM routine, a written report and presentation of findings/recommendations will be provided to the appropriate Facilities personnel by Syserco's Service Account Engineer.
- ☒ **Preventative Maintenance Routines – Silver:** The following preventative maintenance routines will be performed on an annual basis as part of our standard service.

Review Site Log:

- Each Preventative Maintenance routine begins with a review of your site log so that ongoing issues can be noted and the root cause addressed.

Review Network Workstations / Communication:

- Verify Communication with all Remote Sites
- Review BACTalk system for CRITICAL and OFF-LINE status indicators.
- Review BACTalk system for OVERRIDE and DISABLED status indicators.

Perform System Analysis of Server (Mainframe Servers):

- Execute SCANDISK for Server. This utility checks your hard-drive for errors. File fragments and other errors may cause your system to intermittently "crash" or run at less than peak performance.
- Execute DEFRAG for Server. This utility in conjunction with SCANDISK will defragment your hard drive. A fragmented hard drive may cause your system to intermittently "crash" or run at less than peak performance.

Review Alarm Log:

- Points generating excessive alarms will be noted.
- The technician will make recommendations to address root cause hardware or software issues causing alarms.

Review Event Log

- Unusual events will be noted.
- The technician will make recommendations to address issues causing events.



Proposed Solution:

(System Support Services Continued)

Review System for Failed Points:

- Reports will be run to check for failed points.
- Failed points may be indicators of equipment / devices needing repair or of a significant database issue.
- The technician will make recommendations to address failed points.

Review System for Operator Overrides:

- Reports will be run to check for points in Operator Override.
- Points in operator override cause the system to not run in "Automatic" mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
- The technician will make a list of all points in Operator Override along with recommendations to address root cause.

Verify Device Communication:

- All Global Controller and VLC/TUX communication status is reviewed.
- Any issues are noted and recommendations made.

Perform a Battery Check of all Global Controllers:

- Fully charged Batteries are key to maintaining the volatile RAM in your global controllers in the event of a power failure and/or brownout.
- Battery levels shall be checked and documented in BCMs and VLX Controllers. Controllers needing battery replacement shall be identified to owner's representative.

Perform Memory Analysis of all Global Controllers:

- Each Global Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
- A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience "command" issues.
- Any panels that are low on memory will be noted along with recommendations to remediate the issue.

Review Global Controllers Operation:

- Accurate and reliable operation of the Global Controllers is key to the successful operation of your facility.
- ROC File Version is verified against most recent version and known system issues.
- The DDC Program is verified to be running.
- System Date/Time settings are verified.
- Daylight Savings settings are verified.

Perform General System Operational Review:

- While onsite and performing the above Preventative Maintenance routines the Service Technician will review the system as a whole from the Graphic Workstation and ensure the Alerton control system is operating as desired.
- Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
- Any discrepancies or areas of concern will be noted.

- ☒ **Preventative Maintenance Action Implementation:** After reviewing the Preventative Maintenance recommendations with your designated representative, Syserco will provide twice a month an eight hour day of labor to WCCUSD, this will allow for onsite training, specific to your team and your Alerton system. This will allow the build of self-sufficiency into the team and allow them to be proficient using the Alerton system.



Proposed Solution:

System Coverage Support Options (Repair and Replacement Services)

To help you control and plan your operating budget, Syserco provides the option for extended Repair and Replacement Coverage on all your Building Automation components and sensors. The option you have selected is checked below.

☒ **System Coverage:**

- Response to system failures will be on a Time and Materials basis at the preferred Service Agreement rates.
- Coverage window and response times are as per the coverage selected under "Emergency Response Services".
- All Labor is performed on a Time and Materials basis.
- All Material replacement is performed on a Time and Materials basis.



Proposed Solution:

Emergency Response Support Services:

☒ **Online Response:** Syserco provides our Service Agreement customers with access to a Service Response Center staffed with Factory – Trained Alerton Service Technicians during Normal Working Days between the hours of 7 AM and 4 PM. The direct phone number for the Service Response Center is (877) 360-3637. This service provides you with a direct line to skilled technicians who can provide you immediate assistance in analyzing problems and recommending solutions via telephone, modem or Internet connection to your facility. This service often eliminates the need for costly emergency onsite visits, saving you time and money.

- This agreement includes unlimited hours of online/telephone support which will be utilized in one hour increments and tracked by the Service Response Center. These response hours may be increased at any time by contacting your Service Account Engineer, or support can be billed at your discounted T&M rate after the initial hours are depleted.

Priority Response Time: As a Service Agreement customer, you will be given priority for "emergency" calls over non Service Agreement customers. The guaranteed response time you have selected is identified below.

☒ **Silver Emergency Coverage:** To reduce the costs and disruptions of system issues, we will provide Emergency Response within the following windows:

- Response window 7 AM to 4 PM regular Business Days.
- Online/Phone response within 4 hours.
- If a site visit is required, we will be onsite Next Business Day

Non-emergency issues as determined by your staff and ours, will be scheduled for the next available business day.

Labor and materials for all Emergency onsite response that occurs outside of normally scheduled service visits will be billed at your discounted T&M rate as opposed to the higher Non-Service Agreement customer rates.



Service Delivery and Discounts:

At Syserco, we are focused on providing the highest levels of customer service and support. To achieve this, we have implemented a multi-tiered approach to service and quality assurance to ensure we deliver on this goal.

Dedicated Service Team: Syserco assigns a dedicated team to manage your complete service experience. This team consists of an Account Manager, a Service Account Engineer and at least two technicians. This dedicated Factory – Trained Service Team not only knows Alerton systems, but they know your site and its standards. Because of this knowledge we can quickly diagnose and solve control problems, thus saving hours of labor that would be required by someone less familiar with your Alerton system.

Quality Assurance: To ensure that our services are of the highest quality, Syserco utilizes a structured Quality Assurance and Customer Satisfaction System. Our team will meet with you on a regular basis to discuss our performance and your satisfaction with the services provided. These regular meetings are augmented with a formal "Customer Satisfaction Score Card" where you are given a chance to give direct feedback on the service you are provided.

Service Work-Order Documentation: All scheduled service visits include complete documentation of the services provided, findings of the technician and recommendations for improvement. Unscheduled service visits (T&M or Emergency response) will be documented by a work order form detailing the services performed, materials used and hours spent.

Documentation Library: Syserco maintains a master document library that includes information on your system configuration, hardware installation, sequences of operations and system software. This information is available to our technicians for use in responding to questions and service requests.

Discount on Labor: As a Service Agreement customer you are entitled to a 20% discount off of our standard non service agreement Time & Material labor rates. These hourly rates apply to work beyond the scope of your Service Agreement, including system modifications, emergency response, additional training, etc. Labor rates are published and revised annually. The current labor rates are as follows:

Discount on Material: As a service contract customer you will receive a 60% discount off the Alerton published list price schedule (.4 multiplier) for parts and software sales and a 55% discount off the Belimo list price schedule (.45 multiplier).

2016 T&M Rates Greater - Bay Area (No Service Agreement):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$198	\$278	\$352
Service Account Engineer	\$214	\$297	\$376
Sr. Automation Engineer	\$224	\$318	\$403

2016 T&M Rates Greater - Bay Area (Service Agreement. 20% Discount):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$158	\$222	\$330
Service Account Engineer	\$171	\$238	\$361
Sr. Automation Engineer	\$179	\$254	\$403



Project Team:

A major benefit of a Syserco Service Agreement derives from having our Factory-Trained Alerton professionals familiar with your facility and its systems. The Service Team assigned to your facility are specialists in maintaining and troubleshooting your significant investment. This team includes an Account Manager, a Service Account Engineer and Primary and Secondary Service Technicians.

The following team will be dedicated to providing services within your facility:

- **Heather Kaplan – Account Manager:** Your Account Manager works with you and your team to identify your strategic business objectives and craft custom solutions to help you meet them. She works with the Syserco Service Team to ensure service is provided in accordance with this contract and that it continues to meet your needs. Annually, the Account Manager will conduct a formal review of this agreement with your staff to discuss the services performed during the past year, to recommend improvements and options to enhance system performance, resolve operational problems, and modify our offerings as necessary to meet your changing needs and objectives.
- **Anthony Khaymovich – Service Account Engineer:** The Service Account Engineer is directly responsible for the delivery of your service agreement content. They are a technical resource who understands the nuances of working at your site, schedules the technicians and works with you and your staff on incremental system / facility improvements and upgrades. The Service Account Engineer is responsible to ensure service is provided in accordance with this contract and to continually consult with you and your staff regarding your objectives.
- **Primary Service Technician:** Your Primary Service Technician is a Factory – Trained Alerton Technician. They are made familiar with your site, its systems and its procedures. They are assigned to execute your Preventative Maintenance Routines, Operator Coaching and other contracted services.
- **Secondary Service Technician:** To ensure depth of coverage, Syserco assigns a Secondary Technician who is cross-trained by the Primary Technician in the intricacies of your site. In the event your Primary Service Technician is unavailable to provide scheduled service due to sickness, vacation, etc. the Secondary Technician acts as a backup to provide you seamless, continuous coverage.



Customer Satisfaction Score Card Example:

5 = Extremely Satisfied	4 = Satisfied	3 = Neutral	2 = Unsatisfied	1 = Extremely Unsatisfied
Please select a minimum of three criteria in which Syserco's performance will be evaluated for this Service Agreement				Circle your answer
				1 2 3 4 5
				1 2 3 4 5
				1 2 3 4 5
				1 2 3 4 5
Overall, how satisfied are you with Syserco's ability to meet your needs and expectations on this service agreement?				1 2 3 4 5

Additional Comments:

Syserco Employee Name

Customer Name

Date _____



Signature Page / Pricing Summary:

By and Between:

Syserco, Inc.
215 Fourier Avenue
Fremont, CA 94539

Vince Meyer
West Contra Costa Unified School District
125 So. 8th Street
Richmond, CA 94804

Syserco shall provide the services as outlined in the attached proposal dated 06/06/16 and the attached Terms and Conditions.



Services shall be provided at: Multiple Sites within WCCUSD

The proposed pricing for these features is based upon a three year program, billed quarterly. This agreement shall remain in effect for an original term of three (3) years beginning date and from year to year thereafter. This agreement may be modified at any time during the program period to meet the changing needs of your facility with a 60 day written notice to Syserco.

Agreement Pricing:

Item	Y1	Y2	Y3
Service Agreement	\$61,665	\$63,514	\$65,419

Prices quoted in this proposal are valid for 30 days. By signature below this proposal is hereby accepted and Syserco is authorized to proceed with the work.

Accepted By: Vince Meyer West Contra Costa Unified School District 125 So. 8 th Street Richmond, CA 94804	Submitted By: Syserco Inc. 215 Fourier Avenue Fremont, CA 94539
Approved by (Signature): 	Submitted by (Signature): _____
Approval Date: _____	Submittal Date: _____
Approver Name: LisaLeBlanc	Submitter Name: Heather Kaplan
Approver Title: Assoc. Superintendent, Operations	Submitter Title: Service Sales Specialist II
Customer Billing Address: Vince Meyer West Contra Costa Unified School District 1400 Marina Way S Richmond, CA _____ 94804	Approved By: (Signature):  Approval Date: December 12, 2016 Approver Name: Majd Khleif Approver Title: CEO

ALERTON
AUTHORIZED DEALER

TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of Syserco, Incorporated's Building Automation Service Agreement Proposal ("Proposal"). The portions of such Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), together with these terms and conditions, are collectively referred to as the "Service Agreement".

Article 1: General

1.1 a) The Service Agreement, when accepted in writing by the Customer and approved by an authorized representative of Syserco, Inc. shall constitute the entire, complete and exclusive agreement between the parties relating to a Service Agreement ("Services") for the equipment and software identified in the List of Equipment or the Service Coverage Report attached to the Service Agreement ("Equipment") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Service Agreement. The Service Agreement and any rights or obligations there under may not be assigned by either party without the advance written consent of the other.

(b) The terms and conditions of this Service Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of Syserco, Inc. Syserco Inc.'s performance under this Service Agreement is expressly conditioned on Customer's assenting to all of the terms of this Service Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to Syserco Inc. by Customer relating to this subject matter.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

1.3 Either party may terminate or amend this Service Agreement by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.4 This Service Agreement shall be governed by and enforced in accordance with the laws of the State of California.

1.6 Customer will at all times designate a contact person with authority to make decisions for Customer regarding the Services. Customer will provide Syserco, Inc. with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Customer's premises will be deemed authorized by Customer, and Syserco, Inc. will, in its discretion, act accordingly.

1.7 Syserco, Inc. will be permitted to control and/or operate all Equipment necessary to perform the Services.

Article 2: Equipment Testing, Inspection and Maintenance

2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this Service Agreement or the first scheduled inspection, Syserco, Inc. will have inspected all the Equipment listed for coverage.

2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. Syserco, Inc. will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original. Exchanged components become the property of Syserco, Inc.

Article 3: Charges, Fees and Invoices

3.1 Payments to be made under this Service Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Service Agreement; (b) Services performed other than during Syserco Inc.'s normal working hours; (c) Additional Services requested by Owner outside the scope of this Service Agreement; and (d) Service performed on equipment not covered by this Service Agreement.

3.2 Invoices are due upon receipt or otherwise as may be set forth therein. If any payment is not received when due, Syserco, Inc. may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of Services and acceleration of payments.

Article 4: Allocation of Risk

4.1 (a) Until one year from either the date hereof or the date the Equipment is installed, whichever first occurs, all equipment manufactured by Syserco, Inc. or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service. (b) Labor for all Services under this Service Agreement is warranted for 90 days after the work is performed.

4.2 The limited warranties set forth in Section 4.1 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than Syserco, Inc. or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Syserco, Inc. or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by Syserco, Inc. or not bearing Syserco Inc.'s nameplate.



4.3 Syserco, Inc. will indemnify Customer from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder. Such indemnification shall be solely to the extent caused by or arising directly from Syserco, Inc. or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of Services hereunder. Syserco Inc's obligations under this indemnity provision shall not extend to claims, losses, expenses and damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than Syserco, Inc.

4.4 Syserco, Inc's liability to Customer or any third party under this Section or otherwise under the Service Agreement is expressly limited to, and Syserco shall not be liable other than for the direct losses, claims, expenses and damages arising as aforesaid. Syserco, Inc. shall in no event be responsible for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Equipment or Services, tort, contract or strict liability, and regardless of whether Syserco, Inc. has been advised of the possibility of such damages.

4.5 Attorney's Fees. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party

Article 5: Customer Responsibilities

5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.

5.2 Customer will promptly notify Syserco, Inc. of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any Services.

5.3 Customer will provide Syserco, Inc. with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

Article 6: Limitations of Maintenance or Service Obligations

6.1 Syserco, Inc. will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. Syserco, Inc. assumes no responsibility for any service performed on any Equipment other than by Syserco, Inc. or its agents.

6.2 Syserco, Inc. shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.

6.3 Syserco, Inc. is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

6.4 Syserco, Inc. shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches required from pipes and duct work including any venting or draining systems.



CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

X The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____
Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: December 12, 2016
Proper Name of Contractor: Syserco, Inc.
Signature: Majd Khleif
Print Name: Majd Khleif
Title: CEO

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:



The Contractor ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or



Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

Date:

December 12, 2016

Proper Name of Contractor:

Syserco Inc.

Signature:

Majd Khleif

Print Name:

Majd Khleif

Title:

CEO

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____



West Contra Costa Unified School District
Consultant Services Summary

Board Date
Purchase Order Number
Purchasing Use Only

Requisition # _____

PreK- Adult Educational Operations	PLAYWORKS
School / Department	Consultant Name
Nia Rashidchi	From 7/20/2017 To 6/30/2018
Administrator Contact	Dates of Services
Account Number 01-0670-5860-643-1110-1000-200100-0-4220	Funding Source LCAP
	Amount \$ 1,386,000.00

Description of Services:

Total Amount of Contract: \$ 1,386,000.00

Playworks and the District will partner to increase opportunities for safe and meaningful play for every elementary school student in the WCCUSD. For the duration of the 2017-18 school year, Playworks will provide a mix of services addressing the unique needs of each school.

Number of Students / Staff Impacted:

All elementary school students

Outcome / Deliverables:

Improve health and well-being of students by increasing opportunities for physical activity.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

_____ Originator Signature	7/5/2017 _____ Date
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This form must be board agenda ready and be attached to all consultant contracts.

If additional space is needed please attach to this form.

This form must be typed.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT MASTER AGREEMENT FOR DIRECT OR ONGOING SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 20th day of July in the year 20 17 between the **West Contra Costa Unified School District** ("District") and Playworks ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The District may issue a Purchase Order(s) to Consultant specifically indicating the scope of Services or Work to be performed by Consultant as needed pursuant to this Agreement.

- 1.1. The Parties intend that each school site within the District at which Consultant will provide Services shall have a specific description for Services to be performed at that particular site and will be attached hereto as Exhibit "B."

2. **Term.** Consultant shall commence providing services under this Agreement on July 20th, 20 17 and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30th, 20 18. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u> Signed Agreement	<u> X </u> Workers' Compensation Certificate
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> W-9 Form
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Fingerprinting/Criminal Background
<u> X </u> Tuberculosis Clearance Certification	<u> X </u> Investigation Certification
<u> X </u> Employment Determination Guide	<u> X </u> 590 Form

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in the **Exhibit "B" to Direct or Ongoing Special Services Agreement.**

- 4.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's

written approval of the Work, or the portion of the Work for which payment is to be made.

- 4.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.
5. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Standard of Care.**
 - 7.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 7.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 7.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 7.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
8. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during

the terms of this Agreement by the Consultant are proprietary to the Consultant. The Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Both Parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. The Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.

10. Termination.

10.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

10.2. Without Cause by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

10.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

10.3.1. material violation of this Agreement by the Consultant; or

10.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

10.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

10.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

11. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation

the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

12. Insurance.

12.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

12.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance, which shall include coverage related to sexual abuse or molestation, and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

12.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement Individual Setting	Minimum Requirement Group Setting
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, Medical Payments and Abuse and Molestation.		
Each Occurrence	\$ 3,000,000	\$1,000,000
General Aggregate	\$ 5,000,000	\$3,000,000
Automobile Liability Insurance - Any Auto		
Each Occurrence	\$ 1,000,000	\$1,000,000
General Aggregate	\$ 2,000,000	\$2,000,000
Professional Liability	\$ 1,000,000	\$1,000,000
Workers Compensation	Statutory Limits	Statutory Limits
Employer's Liability	\$ 1,000,000	\$1,000,000

12.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 12.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 12.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 13. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 14. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
- 15. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
- 16. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not

approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement.

17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.
 - 21.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;
 - 21.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and
 - 21.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or

other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

22. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
23. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
24. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
 - 24.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
 - 24.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
 - 24.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
 - 24.4. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.
 - 24.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall

immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

- 24.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.
25. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 25.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 25.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
 - 25.3. Submit mid-year and year end reports on services rendered and progress toward achieving outcome.
26. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
27. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
28. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

West Contra Costa Unified School District

Consultant

Nia Rashidchi

1108 Bissell Ave.

Richmond, CA 94801

Tel: 510-231-1160 ; Fax:
E-mail: nrashidchi@wccusd.net
ATTN: Nia Rashidchi

Tel: ; Fax:
E-mail:
ATTN:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

30. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
31. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Agreement Number.** The District will issue an agreement and/or purchase order number for this Agreement as part of the District's fiscal accounting and payment procedures. The agreement number shall be included in all requests for payment hereunder. The District may change the agreement number during the term of the Agreement. The District's revision of an agreement number shall not be considered a material or substantive change to the Agreement.
35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
36. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20____

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Nia Rashidchi

Title: Associate Superintendent

Site/Department: PreK-Adult Educational Serv.

CONSULTANT

Date: _____, 20____

By: _____

Print Name: _____

Title: _____

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

Information regarding Consultant:

Consultant: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

☐ Individual ☐ Sole Proprietorship

☐ Partnership ☐ Limited Partnership

☐ Limited Liability Company

☐ Corporation, State: _____

☐ Other: _____

Employer Identification and/or Social Security Number:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services ("Agreement"):

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Staffing Changes Staff changes must be communicated to the WCCUSD Community Engagement Office in writing before commencement of work with students along with WCCUSD Consultant Roster certifying that staff meet all the district requirements.

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

I certify that we have fingerprinted and received subsequent arrest reports and will provide the West Contra Costa Unified School District with rosters of staff and insure that all staff, volunteers, etc., receive and wear their contractor badge while on District property. We will notify the District if any infractions occur and will collect and return badges when necessary if an employee leaves or is terminated and at the end of the Term.

Agency ORI#: _____
 Date: _____
 Name of Consultant or Company: _____
 Signature: _____
 Print Name and Title: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, volunteers and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.



The Consultant ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days or have had one done within the last 4 years on file to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Scope of Services

Consultant shall perform the following Services. The scope of Services to be performed by Consultant may be authorized or directed by the District on an individual basis pursuant to a Purchase Order issued to Consultant pursuant to this Agreement.

1. Insert description of Services to be performed. Print Program description page (s) from the Full Service Community Programs Book



**Playworks and West Contra Costa Unified School District
2017-18 MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is entered into between Playworks Education Energized ("Playworks") and West Contra Costa Unified School District (the "District").

Playworks is a non-profit, public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. The mission of Playworks is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission during the school day and after school. This memorandum of understanding is entered into for the purpose of establishing an effective partnership between the District and Playworks.

Scope of work

Playworks and the District will partner to increase opportunities for safe and meaningful play for every kid in West Contra Costa Unified School District's elementary schools. For the duration of the 2016-2017 school year, Playworks will provide a mix of services addressing the unique needs of each partnering school. The following services will be made available for schools:

1. Playworks will provide Playworks Program Coordinator to organize and implement Playworks programming on site, daily. Available for 26 schools.
2. Playworks will provide an on-site shared Site Coordinator to both implement and model recess programming for school designated recess teams. Available for 8 schools.
3. Playworks will provide professional development services to school staff, enabling the school to take ownership of the initiation and implementation of their recess programming. Available for up to 2 schools.
4. Power of Play workshops. Playworks will provide multiple half-day and full-day professional development services to new and existing designated school staff and designated school locations to energize and empower staff with the core skills to have a successful recess.

Direct Service Logistics

Playworks and the District understand that:

1. The Playworks Program Coordinator will be an employee of Playworks, or an AmeriCorps member contracted by Playworks, and will be an active member of the School community.
2. The Playworks Program Coordinator is trained by Playworks prior to the first day of programming and receives regular training and supervision throughout the school year. The program coordinator receives training in youth development, group management, safety and leading healthy play and physical activities for elementary-aged students. Program coordinators are CPR/first aid certified, fingerprinted through the Department of Justice and tested negative for tuberculosis. Program coordinators also attend a mandated reporting workshop and are required by law to report suspected child abuse.
3. AmeriCorps: In the event that the Playworks Program Coordinator is an AmeriCorps member, the member:

- a. may not engage in religious or politically affiliated activities including: attempting to influence legislation, protesting, union organizing, engaging in partisan political activities, engaging in religious instruction and participating in voter registration drives.
 - b. may choose to do AmeriCorps paperwork or planning on-site before or after their regularly scheduled day. No direct service at the school site is required of the program coordinator outside of the scheduled timeframe.
4. A Playworks Program Manager is responsible for supervision of the program coordinator and will provide the program coordinator with support in the initial program implementation at the School. School administrators will meet the Playworks Program Manager within the first month of the school year. The program manager should be contacted regarding any program problems or questions.
5. Playworks programming is not a substitute for physical education (PE). Playworks Program Coordinators may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks staff may not support the process for grading students related to PE.
6. Playworks offers a teacher training for all teachers and school staff at the School. This teacher training provides teachers and school staff with best practices and examples to implement opportunities for play and physical activities for their students. The School must provide the Playworks with a block of staff development time, ideally two to three hours, for this teacher training within the first six weeks of the school year.
7. Program coordinators will make every effort to stay healthy and not miss any school days. However, there will be days when the program coordinator is ill and there will be no one available to substitute for them. Program coordinators are required to call the school, their program manager and the Playworks administrative office in the event of illness or injury. Concerns about the number of absences of the program coordinator at your school should be directed toward the program manager for your region.
8. In the event that the Playworks Program Coordinator is absent from the School for more than five consecutive days, your school may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only regular school days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year, the credit will be applied to the following school year.

Direct Service Program

1. Schedule: Playworks will provide the School with one program coordinator Monday through Thursday for a total of 7 hours for in-school and out-of-school programming (within an 8 hour timeframe) and a total of 4 hours of in-school programming on Fridays as described in this memo of understanding. Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. Additionally, a minimum of 2 hours per week will be assigned as planning and prep time for the program coordinator to complete Playworks administrative tasks. Please see sample school schedules in the Playworks additional resources provided to determine the hours of program service at School.
2. Playworks program end date with the School will be based on the last day of the school year stated on the original school calendar provided to Playworks by August 1, 2015. If the School has a full year schedule or alternative calendar, Playworks and the School will determine the end date of programming prior to the start of the school year.
3. The Playworks program has interrelated components. Our curriculum is geared towards students in kindergarten through sixth grade. The grade preferences listed by each component below reflect the range to which our curriculum is designed and taught to the Playworks Program Coordinators:

Recess (*grade levels: all grades*) – starts on the first day of Playworks programming

Playworks will use the recess times to coordinate the playing of core playground games and sports as well as to introduce skills-building activities and cooperative games. The program coordinator is required to be at all regularly scheduled recess periods. Program coordinators are focused during recess on facilitating recess and are not available for yard supervision. Playworks and the School will work together to create an indoor recess plan in case of inclement weather. School agrees to provide adult yard supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time, as a method of discipline.

Class Game Time (*grade levels: all grades*) - *Starts by third week of Playworks programming*

Playworks Program Coordinators provide classroom teachers Class Game Time, the purpose of which is to teach students and teachers the rules, expectations and skills of the games and activities provided during recess in a safe and organized setting. The Playworks Program Manager and the program coordinator will work with the School to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. Class Game Time can be delivered to middle school students as long as the schedule and structure is consistent with lower grades Class Game Times. The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the program manager's approval on all Class Game Time schedules before distribution to School and teachers. Program Coordinators cannot schedule Class Game Times during any regularly scheduled recess period.

Leagues (*grade levels: 4-6*) - *Start dates vary*

Based on available resources and the proximity of neighboring schools, Playworks will organize two non-competitive, skills-building leagues for fourth and fifth grade students. The program coordinator will be responsible for recruiting for the Playworks Girls Basketball and Co-ed Volleyball leagues as well as coaching at least one practice per week, generally at the school site, and one evening game held off site. Playworks leagues take place over a period of approximately 6-12 weeks during the school year. No transportation will be provided by Playworks to or from any game or practice.

Junior Coach Leadership Program (*grade levels: 4-6*) - *Starts by the fourth week*

Playworks will provide a Junior Coach leadership program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected in the fourth week of Playworks programming through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess.

During the School Day:

Junior Coaches are required to participate as leaders at recess 1-3 times a week. Junior Coaches are expected to make up missed work and maintain good grades to participate in the program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise.

Out of School Time:

The JCLP supports the development of self-awareness, self-advocacy and community leadership in students by providing 2-4 hours of engaging skill development trainings, team-building games, and fun Playworks activities each week during OST. The trainings may be held before school, after school or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes, but is not limited to, thematic units on Junior Coach job training, conflict resolution strategies, leadership development, inclusion practices and community service and action. Playworks Program Coordinators lead trainings and skills practice activities in order to prepare Junior Coaches for their leadership role on the playground. Junior Coach Teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.

Out of School Time Programming

The school and Playworks will determine if a model of Before School Recess is a viable option based on school schedule and implementation of other components.

Direct Service School Partnership

Playworks and the School understand the importance of the role of the School in the successful implementation of the Playworks program at their site. As such the School agrees to:

1. Program implementation:
 - a. Support implementation of each program component as described under Program
 - b. Schedule date for teacher training as referenced in Logistic #6
2. Data Collection: The District will participate in reasonable data collection efforts at various times throughout the year necessary to support Playworks programming and reporting requirements including but not limited to surveys of teachers, principal and students, student attendance, limited disciplinary records and health and leadership assessments.
 - b. The principal will be provided with a data collection schedule at the start of the school year.
 - a. The principal agrees to manage school staff completion of data collection for Playworks.
 - b. Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.
3. Equipment: The School will purchase and provide a basic set of playground equipment based on a sample list provided before the beginning of the school year. Playworks will maintain the equipment throughout the school year.
4. Workspace: The School will provide a workspace and access to a computer and the internet for the program coordinator.
5. Payment: The School will support implementation of all necessary steps to ensure timely payment of all invoices based on agreed upon payment installation.

TeamUp Logistics

1. The Playworks Site Coordinator will be an employee of Playworks.
2. The Playworks Site Coordinator is trained by Playworks and receives regular training and supervision throughout the school year. The site coordinator receives training in youth development, group management, safety and leading healthy play and physical activities for elementary age students. Site coordinators are CPR/first aid certified, are fingerprinted through the Department of Justice and are tested negative for tuberculosis. Site coordinators also attend a mandated reporting workshop and are required by law to report suspected child abuse.
3. A Playworks Program Manager is responsible for supervision of the site coordinator and should be contacted regarding any program problems or questions.
4. Playworks programming is not a substitute for physical education (PE). Playworks Site Coordinators may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers or a PE program. Playworks staff may not support the process for grading students related to PE.

5. If the site coordinator is unable to deliver programming due to illness or emergency, the program manager will communicate to the School their availability to support implementation of the Junior Coach training, coaching sessions with the recess coach and additional observation visits as needed.
6. The School will identify two roles that will support implementation of this program, the **School Recess Coach** and **School Recess Manager**.
 - a. **School recess coach:** School will identify a recess coach who will co-facilitate program components and receive on-going coaching and professional development from the site coordinator and program manager. The school recess coach will be an employee of the School. The recess coach will deliver the Playworks program during the days that the Playworks Site Coordinator is off-site.
 - b. **School recess manager:** School will identify a recess manager who will serve as the direct supervisor for the recess coach and will serve as the School's liaison for the site coordinator and program manager.

TeamUp Implementation Weeks

7. Schedule:
 - a. Playworks will provide the School with **one** site coordinator Monday through Friday for one week out of every 4 weeks during the course of the school year, four days a week for a total of 5 to 7 hours for in-school and out-of-school programming and one day a week for a total of 4 hours of in-school programming.
 - b. Playworks will provide School with schedule for TeamUp implementation weeks.
 - c. In some cases, due to the School Calendar, Playworks may utilize certain weeks to implement program components on a daily versus a weekly schedule.
 - d. Final program schedules and preparation periods will be approved by both Playworks and School at the start of the school year.
8. **Program Components:** There are three components that the Playworks Site Coordinator will provide both consultation and facilitation during the TeamUp implementation weeks:

Recess (*grade level: all grades*)

Playworks will work with the school recess coach to use the recess times to coordinate the playing of core playground games and sports as well as to introduce skills building exercises and cooperative games. During this time the site coordinator will provide consultation and modeling for the school recess coach on strategies for recess facilitation. During recess, the site coordinators are focused on facilitating recess and consulting the recess coach and are not available for yard supervision. Playworks and the School will work together to create an indoor recess plan in case of inclement weather. The School agrees to provide adult yard supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time as a method of discipline.

Junior Coach Program (*grade level: 4-6*)

Playworks will provide a Junior Coach program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess. Playworks will work with the School and the school recess coach to implement this Junior Coach program.

- During the School Day: Junior Coaches are required to participate as leaders at recess 1-3 times a week. Junior Coaches are expected to make up missed work and maintain

good grades to participate in the program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise.

- **Out of School Time:** The site coordinator will provide 2-4 hours of engaging skill development trainings, team-building games and fun Playworks activities. The trainings may be held before school, after school or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes, but is not limited to, thematic units on *Junior Coach Job Training*, *Conflict Resolution Strategies*, *Leadership Development* and *Inclusion Practices*. Playworks Site Coordinators lead trainings and skill practice activities in order to prepare Junior Coaches for their leadership role on the playground. Junior Coach teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.

Class Game Time (*grade level: all grades*)

Playworks Site Coordinators provide classroom teachers Class Game Time. The purpose is to teach students and teachers the rules, expectations and skills of the games and activities provided during recess in a safe and organized setting. The site coordinator will work with the School to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the site coordinator's approval on all Class Game Time schedules before distribution to school and teachers. Site coordinators cannot schedule Class Game Times during any regularly scheduled recess period.

9. Professional Development:

- a. The Playworks Site Coordinator and Program Manager will provide the School with eight hours of professional development throughout the course of the school year. Workshop content will include: Playworks Theory of Change, Playworks program implementation training and sustainable program model strategy.
- b. The School will determine whether professional development workshops will require attendance of all school staff or specified staff responsible for program implementation, management and support.
- c. The school recess coach will be required to attend all professional development sessions.

10. Coaching Sessions:

- a. The site coordinator will provide a minimum of one hour of coaching sessions with the recess coach during their TeamUp week to support their skill development and capacity to facilitate recess and the Junior Coach program during the school implementation weeks.
- b. Coaching content will include: group management strategies, rapport building, game facilitation, curriculum delivery, program implementation management and program quality strategy.
- c. Playworks and the School will determine the schedule for the coaching sessions at the beginning of the school year.

11. Curriculum and Assessment Tools:

- a. The School will be provided with Playworks curriculum that supports program implementation. The curriculum includes: Playworks Playbook, Junior Coach Leadership Program lesson plans and Class Game Time lesson plans.
- b. The School will be provided with recess assessment tools to support the ongoing evaluation of program quality

School Implementation Weeks

12. During these weeks the Playworks Site Coordinator will not be on-site directly facilitating program components or coaching sessions with the school recess coach.
13. The School agrees to support the school recess coach to be present to facilitate the following components:
 - a. Recess (*grade level: all grades*): school recess coach will implement the recess program model as defined by Playworks.
 - b. Junior Coach Leadership Program (*grade level: 4-6*): school recess coach will support the Jr Coach Program implementation through the supervision and management of Junior Coaches at recess.
14. The program manager will conduct observation visits at least once during school implementation weeks. During this time the program manager will observe and assess recess function and efficacy including the impact of the Junior Coach program during recess. The program manager will provide feedback to the recess coach manager to address a continuous program quality improvement strategy.
15. The program manager will conduct a minimum of 2 consultation visits, one in the fall and one in the spring. During this time the program manager will formally evaluate program implementation and provide school administration with a report with assessments and recommendations. The program manager will schedule at least one visit in the spring with the school administration to evaluate the ongoing Playworks programming services and product support for continued school climate improvement.

School Partnership

Playworks and the School understand the importance of the role of the School in the successful implementation of Playworks program at their site. As such the School agrees to:

16. Identify and manage the recess coach and recess manager role throughout the school year.
17. Commit to ensuring recess coach is present for all program implementation, professional development and coaching sessions. The total hours will include: all hours for recess periods, **one hour** per TeamUp week for Recess Coach to attend coaching session with Site Coordinator, and **eight hours** of professional development off site per year.
18. Attend all consultation and evaluation meetings scheduled with program manager.
19. **Program Implementation:**
 - a. Support implementation of each program component as described under TeamUp Implementation Weeks and School Implementation Weeks
 - b. Schedule date for staff training prior to program start date.
20. **Data Collection:**
 - a. The School will participate in data collection efforts at various times throughout the year necessary to support Playworks programming and reporting requirements including but not limited to surveys of teachers, principal and/or students, student attendance, limited disciplinary records and health and leadership assessments
 - b. The principal will be provided with a data collection schedule at the start of the school year. The principal agrees to manage school staff completion of data collection in a timely manner for Playworks.
 - c. Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.

21. Purchase and provide a basic set of playground equipment, based on a sample list provided, before the beginning of the school year. Playworks will support the recess coach with systems to maintain the equipment throughout the school year.
22. Provide a workspace for the site coordinator, classroom space for Junior Coach Leadership Program trainings as well as access to a computer and the Internet.

Training Logistics

Training Schedule:

Playworks the District and Training Schools understand that:

1. Recess Implementation Consultation Visits will be delivered throughout the 2017-18 academic year, starting August 2017 for schools that have participated in the Recess Implementation workshops.
2. Consultative visits will be scheduled with Playworks and the Principal of each Training school.
3. All training and consultative visits must be scheduled by October 2017 and completed by June 2018.

Training Consultative Visits:

The purpose of each consultative visit is to move a school closer to a well thought out, coordinated recess system that helps shift the entire school culture. In order to accomplish this:

1. Each school will receive a series of 3 visits of on-site assistance & consulting (additional visits can be added at the daily consulting rate of \$2,500, priced before travel).
2. Consultative Visits consist of a range of services, including, but not limited to: recess observations, modeling of games with students, a recess team check in, and a Playground Assessment.
3. During each consultative visit, the recess team needs to be available to meet as a group with the trainer for 60-90 minutes.
4. The focus of each 60-90 minute session will consist of the following topics:
 - a. Assessment
 - b. Recess Action Planning
 - c. Reassessment and Plan Revisions
 - d. Implementation Revisions/ Fine-tuning
 - e. Program Evaluation
5. A 6-8 page written report of the successes, challenges, suggestions, and objectives will be provided to the school administration to assist in the guidance to achieve a high functioning recess program.

Training Sustainability Strategizing

1. The Playworks Trainer will work with each participating school to schedule the Consultative Visits.
2. Consultative Visits that are cancelled by an individual school after travel has been booked cannot be rescheduled.

Training Workshops

1. Each designated school or identified staff will receive 3-6 hours of professional development.
2. Schools will work in 3-4 site cohorts. Playworks Training will work with the District to accommodate school training sites based on proximity, region or need.
3. The Playworks Trainer will work with each participating school to schedule the trainings
4. Workshops that are cancelled by an individual school after travel has been booked cannot be rescheduled.
5. Participants of each training will include members of the recess team, noon monitors, and all staff that is on the playground during recess.

Successful Training Implementation:

The District and Schools understand that the following will influence the level of success of the Recess Implementation Training Program.

1. A Parent or Staff member at each elementary school will be designated as the "Recess Coach."
2. The Recess Coach will be present on the playground five days a week during 100% of all recess times.
3. In addition to and separate from the Recess Coach, Schools agree to provide adequate adult yard supervision during all recess.
4. Playworks Trainer and Recess Coach will work with the School to create an organized playground environment during all school recesses. Playworks believes that recess is an integral part of the school day.
5. Playworks recommends that the Recess Coach also be given occasional access to classes in order to teach games to smaller groups of students.
6. Playworks recommends that the Recess Coach's work hours include 1-2 hours before recess begins to implement recess systems.

Training Data Collection: The District and Schools agrees to participate in reasonable data collection efforts at various times throughout the year. This may include, but is not limited to:

- teacher surveys
- recess coach surveys
- principal surveys
- student surveys
- email questionnaire
- phone interview
- written statement about services and impact

* Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.

Training Equipment:

Each School that had the Recess Implementation training has the option* to receive basic equipment kit to help support recess time. Playworks believes that equipment can be used as a medium to help facilitate play, but is not a determining factor to the success of recess.

Replacement and upkeep of the equipment is the responsibility of the School and/or District

Equipment to be included with the Recess Implementation Training (one set of equipment per school that receives a full day of Consultation):

- 2 – 6" soft balls
- 1- 16" Playground ball
- 4- 8" rubber Kick balls
- 2- Soccer balls
- 1- Football
- 2- Basketballs
- 6-Jump Ropes
- Chalk
- 50- Cones
- 4- Sets of 15 flags
- Playworks Game Guide

* each training school has the option substitute basic training equipment kit for up to \$500 in select recess materials.

Playworks Trainer will NOT function in a supervisory role of the Recess Coach, but will be able to provide administrators with periodic updates. Updates typically include goals and objectives (created by Recess Coach and Playworks Trainer) and recess observations (completed by Playworks Trainer).

Playworks Mandatory Job Requirements & Mandatory Screening

Fingerprinting and Background Check: Background checks are conducted on all employees. Playworks uses various agencies/processes to conduct the background checks and fingerprints (depending on the state). We conduct State and FBI background checks and sexual offender checks on the National Sex Offender Public Registry Website (NSOPR). Any finding of criminal history may be cause for non-hire and/or termination. Employment is contingent on satisfactory completion of a background check.

Guidelines for Mandated Reporting at Playworks: At Playworks we adhere to the laws and regulatory requirements specified for Mandated Reporters. Mandated Reporters are individuals who are mandated by law to report known or suspected child maltreatment. They are primarily people who have contact with children through their employment. Mandated reporters are required by the state to report any known or suspected instances of child abuse or neglect to the county child welfare department or to a local law enforcement agency (local police/sheriff's department).

CPR and First Aid: All school site staff must be CPR and First Aid certified. Playworks provides mandatory CPR and First Aid training for certification and re-certification.

Tuberculosis (TB) Testing: All school site staff must have a negative TB test or clear chest x-ray on file to work in the public schools. TB tests are valid for 24 months.

Program Suspension/Termination: At the discretion of Playworks or the School, and with reasonable advance notice, programming may be discontinued at the School during the course of the school year. Playworks reserves the right to suspend programming if payment of amounts owed is not made in a timely manner.

Liability: Playworks agrees to provide the district with current insurance for both liability and workers compensation for all Playworks employees. The certificate of insurance must name the district as additional insured. The District will provide their own liability covering all District employees that attend/participate Playworks programming.

Reciprocal Indemnification: By signing this agreement **West Contra Costa Unified School District** hold harmless **Playworks**, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Playworks") from any and all liability arising from the training. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines, settlements and all other amounts that Playworks becomes legally obligated to pay because of any claim or claims made against Playworks arising from the Event.

By signing this agreement, **Playworks agrees to indemnify and hold harmless West Contra Costa Unified School District** its directors, officers, employees, agents, affiliates, successors and assigns for any and all claims for death, bodily injury and damage to tangible property caused by the sole negligence or wrongful act of Playworks staff, agents or representatives, arising from this training event. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines and settlements and all other amounts that the District becomes legally obligated to pay because of any claim or claims made against District arising from the Event.

District Agreement: This memorandum of understanding between Playworks and West Contra Costa Unified School District (the "District") is made part of the attached District's "Agreement for Special Contract Services".

Cancellations: Cancellations must occur at least eight weeks (60 days) prior to the agreed upon training date. Cancellations received after June 15th, 2017 are non- refundable. "No shows" are non- refundable.

Please notify us immediately of any problems in regards to the payment schedule. Payments can be made out to: *Attn: Accounting, Playworks, 380 Washington St, Oakland, CA 94607*

Cost:

1) Direct Service: Full-time coach for 26 sites	\$1,224,000
2) TeamUp: Shared Coach model for 8 sites	\$ 138,000
3) Training: Recess Implementation Consultation Visits: 2 sites, 3 visits each	\$ 15,000
4) Training: Additional Staff Development for Noon Supervisors	\$ 9,000

Total Cost of Project: **\$1,386,000**

Payment Schedule:

Payment on all invoices is due within 30 days of invoice date. Please initial next to your requested payment schedule for 2017-18:

_____ **Full year:** invoiced August 1st, 2017 - A discount of 3% applies if invoice is paid in full by September 31st, 2017

_____ **Semester:** 50% invoiced August 1st, 2017 and 50% January 20th 2018

Playworks Education Energized

Signed: _____ Jackie Hemann
Program Director, East Bay
Date: _____

Signed: _____ Philip Dizon
Partnership Director, Northern California
Date: _____

West Contra Costa Unified School District

Sign: _____
Associate Superintendent Business Services, WCCUSD
Date: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

School/Department Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of the 20th day of JULY in the year 20 17, between the **West Contra Costa Unified School District** ("District") and PLAYWORKS ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: _____ ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

1. **Term.** Consultant shall commence providing services under this Exhibit on JULY 20, 20 17 and will diligently perform as required or requested by District as applicable. The term for these services shall expire on JUNE 30TH, 20 18. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2. Account Number	3. Funding Source	Amount
01-0670-5860-643-1110-1000-200100-0-4220	LCFF	1,386,000.00

\$ 1,386,000.00

4. **Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

Playworks and the District will partner to increase opportunities for safe and meaningful play for every elementary school student in the WCCUSD. For the duration of the 2017-18 school year, Playworks will provide a mix of services addressing the unique needs of each school.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service?

All elementary school students

6. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.
Improve health and well-being of students by increasing opportunities for physical activity.

7. **Justification.** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

8. **LCAP Justification**

<input type="checkbox"/>	Goal 1: Improve Student Achievement
<input type="checkbox"/>	Goal 2: Improve Instructional Practice
<input type="checkbox"/>	Goal 3: Increase Parent & Community Engagement & Involvement
<input checked="" type="checkbox"/>	Goal 4: Improve Student Engagement & School Climate Outcomes
<input type="checkbox"/>	Goal 5: Provide Based Services to All Students

9. **Single Plan for Student Achievement (SPSA) Justification**

<input type="checkbox"/>	ELA	<input checked="" type="checkbox"/>	Attendance
<input type="checkbox"/>	Math	<input checked="" type="checkbox"/>	School Climate
<input type="checkbox"/>	ELD	<input type="checkbox"/>	ILT Goals
<input type="checkbox"/>	Science	<input type="checkbox"/>	Parent Involvement
<input type="checkbox"/>	History/Social Studies	<input type="checkbox"/>	Other #1
<input type="checkbox"/>	African American Students	<input type="checkbox"/>	Other #2

10. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** one million, three hundred eighty-six thousand **Dollars (\$ 1,386,000)**.

10.1. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

10.2. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

11. **Contact Information.**

WCCUSD-School or Department Contact Information

Nia Rashidchi
1108 Bissell Ave.
Richmond, CA 94801
Tel: 510-231-1160 ; Fax: _____
E-mail: nrashidchi@wccusd.net
ATTN: _____

Consultant-Contract Contact Information

Tel: _____ ; Fax: _____
E-mail: _____
ATTN: _____

12. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

12.1 Program Description page(s) from the Full Service Community Programs book.

12.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

Requisition No.: _____
Purchase Order No.: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

DISTRICT

West Contra Costa Unified School District

Date: _____, 20

By: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

Date: _____, 20

By: _____

Print Name: _____

Title: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Nia Rashidchi

Title: Associate Superintendent

Site/Department: PreK-Adult Educational Serv.

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____



West Contra Costa Unified School District
Consultant Services Summary

Requisition # 18000269

Board Date
Purchase Order Number
Purchasing Use Only

Risk Management	Keenan and Associates
School / Department	Consultant Name
Staci Parish	
Administrator Contact	From <u>7/1/17</u> To <u>6/30/18</u>
Account Number	Dates of Services
67-0000-5890-689-0000-6000-600120-0-0000	Funding Source
67-0000-5893-689-0000-6000-600120-0-0000	premiums for adjusters & investigators
67-0000-5895-689-0000-6000-600120-0-0000	premiums for settlement actions
	legal fees
	Amount
	\$ 30,000.00
	\$ 100,000.00
	\$ 100,000.00

Description of Services:

Total Amount of Contract:

\$ 230,000.00

Continuing premiums for adjusters and investigators, settlement actions or MRL fire claim and Attorney Legal fees for West Contra Costa Unified School District for school year 2017-18.

Number of Students / Staff Impacted:

As an insurance that covers the entire district, this service has the potential to impact all students and employees of West Contra Costa Unified School District.

Outcome / Deliverables:

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Stan Parish
Originator Signature

6/29/17
Date

This form must be board agenda ready and be attached to all consultant contracts.
If additional space is needed please attach to this form.

This form must be typed.