

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street  
Riverside, CA 92501

**AGREEMENT FOR FUNDING FOR IMPLEMENTATION OF STEMULATE PROGRAM  
Educational Services**

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT”, and **Perris Union High School District**, hereinafter referred to as “CONTRACTOR”, each being a “Party” and collectively the “Parties”.

**AGREEMENTS**

1. **TERM:** The term of this Agreement shall be from **January 1, 2019 to December 31, 2019**.
2. **SERVICES:** CONTRACTOR shall perform and provide the following, including, but not limited to:
  - A. Provide STEMulate pilot program data agreed upon by DISTRICT and SUPERINTENDENT, and reporting on effectiveness of the data to SUPERINTENDENT.
3. **PAYMENT:**
  - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR **\$100,000.00**.
  - B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$100,000.00** without a written authorization from SUPERINTENDENT.
  - C. In the event CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by SUPERINTENDENT, CONTRACTOR shall promptly refund the disallowed amount to SUPERINTENDENT on request, or at its option, SUPERINTENDENT may offset the amount disallowed from any payment due to CONTRACTOR under any contract with SUPERINTENDENT.
4. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to [accountspayable@rcoe.us](mailto:accountspayable@rcoe.us).
5. **SKILLS AND EXPERIENCE:** It is understood that CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that SUPERINTENDENT relies upon CONTRACTOR’S representations about its skills, experience and knowledge to perform the services in a competent manner. Acceptance by SUPERINTENDENT of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed. CONTRACTOR further agrees to assign a proper staff member or members to render the services and such staff member(s) shall hold the proper credentials authorizing such services.
6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR’S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes,

income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.

7. **INSURANCE:** At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:
  - A. **Workers' Compensation Insurance:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.
  
8. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
  
9. **TERMINATION:**
  - A. **Termination by SUPERINTENDENT:** SUPERINTENDENT may terminate this Agreement without cause upon 30 days written notice. Whenever for any reason SUPERINTENDENT determines that termination is in SUPERINTENDENT'S best interest, SUPERINTENDENT shall provide written notice of termination to CONTRACTOR stating whether the termination is in whole or in part.  
If SUPERINTENDENT finds it necessary to terminate this Agreement without cause before completion, CONTRACTOR shall be entitled to be paid in full for those services adequately complete prior to the notification of termination.
  - B. **Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement for cause only.
  
10. **INDEMNIFICATION:** CONTRACTOR shall save, defend, hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of CONTRACTOR, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect,

CONTRACTOR’S obligations pursuant to this section shall survive termination of this Agreement.

- 11. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.
- 12. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
  - A. Increases in dollar amounts.
  - B. Administrative changes that do not affect the contractual rights of the Parties.
  - C. Changes as required by law.
- 13. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

**SUPERINTENDENT:**  
**Riverside County Office of Education**  
**Contracts and Purchasing Services**  
**PO Box 868**  
**Riverside, CA 92502**

**CONTRACTOR**  
**Perris Union High School District**  
**155 East Fourth Street**  
**Perris, CA 92570**

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

**Riverside County Superintendent of Schools**

**Perris Union High School District**

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_