

PERRIS UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as "District," and **Unlimited University** hereinafter referred to as "Vendor" with an effective date as of the last date of signature.

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Vendor to **support students with the Collaborative for Academic, Social, and Emotional Learning (CASEL)**.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Vendor upon the terms and conditions set forth, and the Vendor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement for the period commencing **October 19, 2023**, and terminating **June 30, 2024**, unless terminated earlier pursuant to Section 15.

2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement: **Unlimited University Scope of Services**

3. **SCOPE OF WORK:** As directed by the District, the Vendor agrees to the following: **as referenced in the Unlimited University Proposal:**

- **School-wide Kick off Assembly**
 - **Social Emotional Learning**
 - **Resiliency**
 - **Growth/Champion Mindset**
 - **Leadership**
 - **Youth Voice**
 - **Goal Setting**
 - **Self Awareness**
 - **Mental Health**
- **Also includes:**
 - **Four (4) Small Group Sessions at a scheduled time agreed to by contractor and contractee**
 - **Virtual Check-ins for students**
 - **Unlimited University Awards Event**
 - **Gear Bag**
 - **Workbook**
 - **School-wide access to 35 rally words-of-the-week (RWOW): on-demand videos**

4. **DISTRICT DESIGNEE:** Vendor shall provide its Services and Products to **Deidra Johnson, Principal at Pinacate Middle School** ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Vendor agrees and understands that some travel may be required, at Vendor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Vendor shall not invoice the District for travel time from home office to a District location.

The Vendor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS:** Vendor shall hire any subcontractors needed to provide the Services and/or Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Vendor's

own resources and billings.

7. **INDEPENDENT CONTRACTOR:** Vendor shall be an independent contractor for District and not an employee. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided to employees of District, including but not limited to, state unemployment compensation or workers' compensation. Vendor assumes full responsibility for the acts and omissions of its employees or agents related to the Services contemplated by this Agreement. Vendor assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing the Services.

The Parties acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. The Parties agree that: (1) Vendor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Vendor's personnel shall only perform work that is outside the usual course of the District's function of educating children; and (3) Vendor's personnel shall be engaged in business independent of the District. Vendor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

8. **ASSIGNMENT:** Vendor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9. **CONFIDENTIALITY:** Vendor and all personnel designated by Vendor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. **EXECUTION OF CONTRACT:** Vendor shall not commence providing Services and/or Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

11. **INDEMNIFICATION:** Vendor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

12. **DELIVERABLES:** The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Vendor until said Services and/or the Products are received by the District's Designee.

13. **FEE:** For Services and Products provided under the Agreement, the District will pay Vendor an amount not to exceed **\$25,000**.

14. **PAYMENT TERMS:** Net 30 days from receipt of invoice.

15. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Vendor. Said notice shall be in writing and shall be delivered to the addresses listed for the Vendor. District retains right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure and/or events beyond the control of the District, when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. Vendor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such

notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **FORCE MAJEURE:** "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tomados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.

17. **FISCAL YEAR:** Vendor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Vendor continuously throughout the term irrespective of fiscal year, Vendor and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

18. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

19. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding upon the successors and assigns of the parties.

20. **PERMITS & LICENSES:** Vendor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

21. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

22. **COMPLIANCE:** Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or Products, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or Products. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Vendor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Vendor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or Products assigned to them.

23. **RECORDS:** Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

24. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from

a site at any time. Failure to comply with this provision may result in termination of the Contract.

25. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

26. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Vendor shall secure the payment of compensation to his employees.

27. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

28. **SEVERABILITY:** In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above:

Unlimited University _____

Perris Union High School District _____

Vendor Signature

District Signature

Address

Director of Purchasing
Title

City State Zip

Date

Phone Email

October 19, 2023
Board Approval Date

EXHIBIT "A"

Insurance Requirements

A. Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Vendor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability. [INCLUDE IF APPLICABLE] Vendor shall procure and maintain, and require its sub-Vendors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition,

such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Vendor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.



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Unlimited University Program Proposal [PUHSD]

Prepared By: Felix Bobo, Founder and CEO

I. Introduction

Unlimited University is excited to propose our mentoring program, designed to support your [students' academic, leadership, social, and emotional growth]. Our program and practices are grounded in the Collaborative for Academic, Social, and Emotional Learning (CASEL) framework, which emphasizes the importance of developing social and emotional skills alongside academic skills, and recent studies on the benefits of mentorship for school-aged students. We believe that when students have strong social and emotional skills, they are better equipped to navigate the challenges of school and life and to achieve their goals both in and out of the classroom.

Numerous studies have indicated that middle and high school students who have access to leadership mentorship exhibit significantly better outcomes. Our Leadership Mentors offer guidance, support, and advice to help students achieve their goals while providing them with positive role models and opportunities to develop strong social and leadership skills. A 2019 study conducted by the University of Michigan found that students with mentors were more likely to persist in school and achieve higher grades. Additional research has also shown that these students exhibited more positive attitudes toward school and increased participation in extracurricular activities.

Our team of dedicated and experienced mentors has taught thousands of students nationwide to be more self-aware, manage their emotions, build positive relationships, and make responsible decisions. We work [weekly/ twice a month] with groups of students to identify their strengths, build their confidence, and step into their greatness.

At Unlimited University, we understand that each student has unique needs and strengths. That's why our mentoring programs are highly customizable, allowing us to tailor our approach to meet the specific needs of each student. Whether you're looking to provide additional support to struggling students who need help with leadership development, time management, study skills, stress management, or any area, or to help high-achieving students take their performance to the next level, our program can help!

We are committed to providing high-quality mentoring services that help Perris Union High School Unified School District students develop and strengthen their leadership skills.

II. Program Purpose

- To provide students within the Perris Union High School District with tools and strategies to become effective leaders.
- To support students' academic, leadership, social, and emotional growth
- Provide students with the necessary steps to start and own their own businesses.

III. Program Components

Weekly Meeting Sessions - Unlimited University will guide students through the process from ideation to implementation. Our goal is to have students have a clear roadmap that they can use to create a business, design a product, or deliver a service.

IV. Program Delivery Options

- The Unlimited University team delivers the services in person at the school location.

4 Week Session Outline:

Session 1: Ideation and Market Research

Session 2: Business Planning and Financials

Session 3: Product/Service Development and Marketing

Session 4: Launch and Growth Strategies

V. Pricing

Cost to be the Boss (Business Start-Up Program)
(2) 4-Week Program (1 visit per Week)
All necessary print-outs and resources for students
Certificate of Completion (This can be added to college application)
Total amount (\$7,500.00 per session) x 2 sessions for 23/24 school year = \$15,000.00

5K Add Ons (4 Week Session)
4 Weeks Session - Paid the Cost to Be the Boss
The Climb Program
Character Unlimited Program
(\$ 5,000) for each 4-week session add-on

VI. Onboarding and Training

At Unlimited University, we are committed to providing educators and administrators with the tools and resources they need to effectively implement our programs. Our onboarding and training process is designed to ensure that everyone involved has a clear understanding of our program components, methodology, and implementation process.

During the onboarding process, our team will work closely with your team to customize the program to your unique needs and goals.

VII. License

We provide licensing access to our program materials, including our online resources. This allows students to access and use the materials in a way that is most effective for them.

VIII. Implementation

At Unlimited University, we believe that effective implementation of our leadership program is key to achieving positive outcomes for students. We work closely with educators to identify the best practices for implementing our program, taking into consideration factors such as school schedules and student needs.

One best practice we recommend is embedding our program within the after school. This allows students to receive the support and guidance they need without disrupting their regular school day. It also provides a dedicated time and space for students to focus on their personal and academic growth, free from the distractions of the regular school day.

We also encourage our partners to involve parents and families in the program. This can include sharing program updates, progress reports, and success stories with parents, as well as providing resources and tools for families to support their students' academic and personal growth.

IX. Terms and Conditions

For our program, partial payment is due prior to the start of the program. This ensures that our team can fully commit to delivering high-quality services to our partners and their students.

Compensation

Will be based on the services selected.