

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 22nd day of June, 2017, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and University of San Diego Mobile Technology Learning Center hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Consultant to Provide consulting services per attached University of San Diego Mobile Technology Learning Center Scope of Work Discussion Document dated May 18, 2017.

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

1. **TERM:** The term of this Agreement shall be for a period of One Year commencing July 1, 2017, and terminating June 30, 2018, unless terminated earlier pursuant to Section 15.
2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement;
3. **SCOPE OF WORK:** As directed by the District, the Consultant agrees to the following:
 - A. Consultant shall provide the following services:
See attached University of San Diego Mobile Technology Learning Center Scope of Work Discussion Document dated May 18, 2017
4. **DISTRICT DESIGNEE:** Consultant shall provide its Services and Products to Marilyn Saucedo, Assistant Superintendent, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.
5. **EXPENSES:** Consultant agrees and understands that some travel may be required, at Consultant'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. Consultant shall not invoice the District for travel time from home office to a District location.

The Consultant 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:** Consultant shall hire any subcontractors needed to provide the Services and/or the 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 Consultant's own resources and billings.
7. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Consultant, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Consultant shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Consultant retains the right to provide similar or different Services or Products for others during the term of this Agreement. Consultant shall pay all wages, salaries, benefits and other amounts due its employees and sub-consultants, and shall be responsible for all reports and obligations respecting its employees and sub-consultants.
8. **ASSIGNMENT:** Consultant 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:** Consultant and all personnel designated by Consultant to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.
10. **EXECUTION OF CONTRACT:** Consultant shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under Exhibit "A". In addition, Consultant 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:** Consultant 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 Consultant, its officials, officers, employees, agents, consultants 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. Consultant shall defend, at Consultant'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. Consultant 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. Consultant 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. Consultant'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. 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 Consultant 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 Consultant per the attached University of San Diego Mobile Technology Learning Center Scope of Work Discussion Document dated May 18, 2017. Services shall not exceed \$56,000.00 for the term of the agreement.
14. **CONDUCT:** Consultant 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. Consultant represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.
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 Consultant. Said notice shall be in writing and shall be delivered to the addresses listed for the Consultant. Consultant 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. **FISCAL YEAR:** Consultant 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 Consultant continuously throughout the term irrespective of fiscal year, Consultant 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.
17. **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.
18. **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 on the successors and assigns of the parties.

19. **PERMITS & LICENSES:** Consultant 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.
20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
21. **COMPLIANCE:** Consultant 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 the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant 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.
22. **RECORDS:** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant 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. Consultant 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.
23. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Consultants' 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. Consultant 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. Consultant 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.
24. **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.
25. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees.
26. **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.

Consultant 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 THEREOF, the parties hereto have executed this Agreement on the date written above:

CONSULTANT:

Type or Print Consultant's Name

Consultant's Signature

Date

Consultant's Address

City State Zip

Phone Fax

Consultant's Email Address

DISTRICT:

Type or Print District Approver's Name

District Approver's Signature

District Approver's Title

Date

EXHIBIT "A" - Insurance Requirements

A. Minimum Requirements. Consultant 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 Consultant, its agents, representatives, employees or subcontractors. Consultant 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. Consultant 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] Consultant shall procure and maintain, and require its sub-consultants 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 Consultant 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 Consultant, 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 Consultant'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 Consultant'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 Consultant or for which the Consultant 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 Consultant'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 Consultant'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 Consultant.

(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. Consultant 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 Consultant 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. Consultant 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.



Scope of Work Discussion Document May 18, 2017

The Perris Union High School District (PUHSD) and University of Institute for Entrepreneurship in Education (IEE) share a common goal of ensuring *all* students have access to practices and environments that promote both their academic and social success.

During the 2016-2017 academic year, IEE conducted a 360 Needs Assessment¹ and presented findings to PUHSD's executive leadership. The Needs Assessment examined the existing structures and systems in the district in order to make recommendations to support the district in realizing its vision. The findings highlighted opportunities to refine and articulate the vision, as well as strengthen alignment within the organization.

To build upon and to support further implementation of the recommendations from the Needs Assessment IEE proposes to assist PUHSD in aligning leadership and classroom practice to the vision.

This document includes an amended scope to continue the work to further the advancement of academic and social success for all students in PUHSD.

PROPOSED SCOPE OF WORK

LEADERSHIP ALIGNMENT: Site Leadership

Over the course of 5 days, IEE will work with school leaders to develop a common understanding of desired teaching and learning aligned with the vision and strategic priorities, as well as develop site-based action plans to lead to practical implementation and cycles of learning.

LEADERSHIP ALIGNMENT: District

Over the course of 1-2 days, IEE will work with district office leaders to develop a common understanding of the vision as well as the desired teaching and learning that supports it.

MIDYEAR REVIEW:

IEE will revisit school sites to collect additional data related to the opportunities identified in the 360 Needs Assessment findings. USD will present findings to Cabinet and Leadership Teams.

¹ MTLC 360 Needs Assessment © 2014-2016 University of San Diego

INSTRUCTIONAL DESIGN: Designing for Learning Cohort

In this 5-day workshop series, IEE will work with teacher leaders and instructional coaches to design learning experiences that are aligned with the district vision, and grounded in site-based plans. This series builds the capacity of teachers to design innovative, research-based learning experiences that foster the competencies students need to thrive in a rapidly changing world. To change how students learn, we must change how teachers learn. Thus, in this series, we engage teachers and coaches in personal and authentic learning, creation of content for an authentic audience, critical thinking, communication and collaboration. This series includes on-site and virtual coaching to support implementation.

PROPOSED BUDGET

The budget for the 2015-2016 partnership was \$79,000. To date, \$39,500 has been invoiced and paid for completed work. Another \$24,500 will be billed for completed work on June 30, 2017. The amended scope includes the remaining \$15,000 from the original agreement as well as additional funding for 2017-2018.

Original Scope: \$79,000

Work Completed and Invoiced: \$39,500

Work Completed To Be Invoiced June 30, 2017: \$24,500

Total to be paid in 2016-2017: \$64,000

Remainder from 2016-2017: \$15,000

Addition to scope for 2017-2018: \$41,000

Total to be paid in 2017-2018 \$56,000

Invoices will be sent by the following schedule:

December 30, 2017: \$28,000

June 30, 2018: \$28,000

2016-2017: \$64,000

2017-2018: \$56,000

Total Amended Contract: \$120,000

KEY STAFF MEMBERS

Dave Trautman, MA, EdM

Leadership and Professional Learning Specialist

Dave received his BA from the University of Arizona, his MA in Latin American Studies from the University of California, Berkeley, and his EdM in Education Leadership from Teachers College, Columbia University. For his graduate research, Dave investigated the intersections of race, class, and gender in decision-making at a small, alternative school in Chiapas, Mexico. Dave began his teaching career in San Jose, CA where he taught kindergarten and 2nd grade as a Teach For America corps member. He later taught 2nd and 3rd grade in Oakland, CA. In addition to his teaching roles, he worked in various capacities at the school and district level to

support teachers with data analysis and classroom technology. Prior to joining the MTLC, Dave worked as the Assistant Director of an independent public charter school in Chula Vista, CA.

Katie Wright, MEd

Leadership and Professional Learning Specialist

Prior to joining the Mobile Technology Learning Center in February 2016, Katie worked for over 10 years for High Tech High Charter Schools in San Diego. Beginning in 2005, she worked in support of admissions, outreach, grant writing, and grant reporting for High Tech High's central office. In 2007, Katie began teaching Humanities at High Tech Middle Media Arts. In 2009, she moved into the role of Education Specialist, and one year later, she assumed the additional role of Academic Dean. In these roles, Katie developed a passion for collaborating with classroom teachers and leading professional learning to foster inclusive and equitable classroom practices. Katie moved into the role of Director of Special Education for High Tech High Schools in 2013. In this role, Katie supported inclusion and Special Education across the 13 High Tech High schools. Graduating with an MA from the High Tech High Graduate School Education, Katie's action research for her thesis focused on the development of a rich professional adult learning community of Inclusion Specialists across the HTH network. Katie is passionate about supporting teachers to re-imagine their classrooms as powerful spaces for access and equity for all learners. She has extensive experience facilitating adult learning on topics including social-emotional learning, project-based learning, Special Education law, inclusive practices, and restorative practices.

Program Contact Information:

David Trautman

Leadership and Professional Learning Specialist

dtrautman@sandiego.edu

619-260-7418

Administrative and Billing Contact:

Kathleen Coughlan

Assistant Director of Administration

619-260-2912; kcoughlan@sandiego.edu

5998 Alcala Park, MRH 143

San Diego, CA 92110