

DATE: October 17, 2019
TO: Michael Milliken, Superintendent
SUBJECT: Business Services – Approval of Agreements, Contracts, Memoranda of Understanding, Proposals, and Letters of Intent

CONSENT ITEM

That the Board of Trustees approves the agreements, contracts, memoranda of understanding, proposals, and letters of intent, for the vendors listed below, as presented.

- Alexandria Magnuson
- Ashley Devine
- Frederic Palmer
- Kristin Kunzelman
- Joe Murphy
- Thomas Bertetta

BACKGROUND

The District regularly enters into, accepts, or issues agreements, contracts, memoranda of understanding, proposals, and letters of intent. This item provides the Board the opportunity to review the attached documents and approve them, as appropriate.

Vendor	Subject/Project	Type of Document	Term	Cost	Funding Source
Alexandria Magnuson	Dance Instruction at Cipriani	Agreement	August 26, 2019 through June 1, 2020	Not to exceed \$17,500.00	Site Funds
Ashley Devine	Music Coaching Teacher	Agreement	October 1, 2019 through June 30, 2020	Not to exceed \$800.00	Ralston Site Music Funds
Frederic Palmer	Music Coaching Teacher	Agreement	October 1, 2019 through June 30, 2020	Not to exceed \$800.00	Ralston Site Music Funds
Kristin Kunzelman	Music Coaching Teacher	Agreement	October 1, 2019 through June 30, 2020	Not to exceed \$800.00	Ralston Site Music Funds
Joe Murphy	Music Coaching Teacher	Agreement	October 1, 2019 through June 30, 2020	Not to exceed \$800.00	Ralston Site Music Funds
Thomas Bertetta	Ralston Jazz Ensemble & Music Coaching Teacher	Agreement	September 1, 2019 through June 30, 2020	Not to exceed \$7,300	Ralston Site Music Funds

BELMONT-REDWOOD SHORES SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

ALEXANDRIA MAGNUSON

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Belmont-Redwood Shores School District
Attention: [Individual or Department Name]
2960 Hallmark Drive
Belmont, CA 94002-2999

It is agreed between the **Belmont-Redwood Shores School District** ("District") and **Contractor** as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in **Exhibit A**, and **Attachment 1 – Fingerprint and Criminal Background Check Certification**, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from August 26, 2019 through June 1, 2020, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [seventeen thousand, five hundred] Dollars (\$17,500).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

<input checked="" type="checkbox"/> Comprehensive General Liability	\$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
<input checked="" type="checkbox"/> Motor Vehicle Liability Insurance	\$1,000,000 (to be checked if motor vehicle used in performing services)
<input type="checkbox"/> Professional Liability	\$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Legal Status.** (Contractor must check and complete, as appropriate.) Contractor represents that it has the following business structure:
- ☒ Sole Proprietorship ☐ Limited Liability Company.
☐ Partnership: Type: _____ ☐ Other. Specify: _____
☐ Corporation: Type: _____
16. **Retirement Status.** (Contractor must check and complete, as appropriate.)
- ☐ Contractor is a retired CalSTRS member. Date of retirement: _____
☐ Contractor is a retired CalPERS member. Date of retirement: _____
☒ Contractor is neither a retired CalSTRS member nor a retired CalPERS member.
17. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

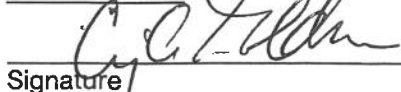
Alexandria Magnuson
Signature



7/2/2019
Date

Alexandria Magnuson, Dance Teacher
Name and Title (please print)

For the District:


Signature

9/27/2015
Date

CRAIG A GOLDMAN, CBO
Name and Title (please print)

Exhibit A

Agreement between the Belmont-Redwood Shores School District and Alexandria Magnuson

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

Dance classes, in 30 or 45-minute increments, to all classes from TK-2nd grade weekly.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

Payment will be sent out twice a month, by the 1st and the 20th of each month. The contractor will provide an invoice, which will be approved by the school and sent to the district office for payment distribution. A check will be sent by mail.

**Attachment 1 - Fingerprint and
Criminal Background Check Certification**

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Belmont-Redwood Shores School District ("District") and the individual, company, or contractor named therein ("Contractor,") for provision of services to the District..

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ **REQUIREMENTS SATISFIED:**

Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below or attach all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

_____. [Attach and sign additional pages, as needed.]

~~OR~~

☐ **WAIVER JUSTIFICATION:**

Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code ("EC") section 45125.1 et seq.

- ☐ Contractor and its employees will have NO CONTACT with pupils.
- ☐ Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ Contractor and its employees will have more than LIMITED CONTACT with pupils, but will assure that ONE OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

Check all methods to be used:

- ☐ Installation of a physical barrier at the worksite to limit contact with students
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious of violent felony as ascertained by the DOJ
- ☐ Surveillance of employees of the Contractor by school personnel
- ☐ The services provided by Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor-provided services.

BELMONT-REDWOOD SHORES SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

Ashley Devine

Contractor: Upon completion of work or agreed-upon work periods, mail invoice to jmorales@brssd or to:

Belmont-Redwood Shores School District School District
Attention: Accounts Receivable
2960 Hallmark Drive
Belmont, CA 94002-2999

It is agreed between the Belmont-Redwood Shores School District ("District") and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in **Exhibit A**, and **Attachment 1 – Fingerprint and Criminal Background Check Certification**, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from October 1, 2019, through June 30, 2020, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **Eight Hundred Dollars (\$800.00)**.
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

<input type="checkbox"/> Comprehensive General Liability	\$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
<input type="checkbox"/> Motor Vehicle Liability Insurance	\$1,000,000 (to be checked if motor vehicle used in performing services)
<input type="checkbox"/> Professional Liability	\$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any

data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Retirement Status.** (Contractor must check and complete as appropriate.)
 - ☐ Contractor is a retired CalSTRS member. Date of retirement: _____
 - ☐ Contractor is a retired CalPERS member. Date of retirement: _____
 - ☐ Contractor is neither a retired CalSTRS member nor a retired CalPERS member.
16. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

Signature

Date

Name and Title (please print)

For the District:

Signature

Date

Craig A. Goldman, Chief Business Official
Name and Title

Exhibit A

Agreement between the Belmont-Redwood Shores School District and Ashley Devine

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

Provide coaching and instructional support for Ralston Middle School music students at the direction of Ralston Middle School music teachers.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

- \$50.00 per hour not to exceed \$800.00
- To receive payment, Contractor shall provide an invoice to District indicating dates, times, and hours of service.

**Attachment 1 - Fingerprint and
Criminal Background Check Certification**

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Belmont-Redwood Shores School District ("District") and the individual, company, or contractor named therein ("Contractor,") for provision of services to the District..

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ **REQUIREMENTS SATISFIED:**

Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below or attach all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

_____. [Attach and sign additional pages, as needed.]

☐ **WAIVER JUSTIFICATION:**

Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code ("EC") section 45125.1 et seq.

- ☐ Contractor and its employees will have NO CONTACT with pupils.
- ☐ Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ Contractor and its employees will have more than LIMITED CONTACT with pupils, but will assure that ONE OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

Check all methods to be used:

- ☐ Installation of a physical barrier at the worksite to limit contact with students
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious violent felony as ascertained by the DOJ
- ☐ Surveillance of employees of the Contractor by school personnel
- ☐ The services provided by Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor-provided services.

Authorized Contractor Signature

Printed Name

Title

Date

BELMONT-REDWOOD SHORES SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

Frederic Palmer

om

Contractor: Upon completion of work or agreed-upon work periods, mail invoice to jmorales@brssd.org or to:

Belmont-Redwood Shores School District School District
Attention: Accounts Receivable
2960 Hallmark Drive
Belmont, CA 94002-2999

It is agreed between the Belmont-Redwood Shores School District ("District") and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in **Exhibit A**, and **Attachment 1 – Fingerprint and Criminal Background Check Certification**, attached hereto.
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7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
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data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

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10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Retirement Status.** (Contractor must check and complete as appropriate.)
 - ☐ Contractor is a retired CalSTRS member. Date of retirement: _____
 - ☐ Contractor is a retired CalPERS member. Date of retirement: _____
 - ☐ Contractor is neither a retired CalSTRS member nor a retired CalPERS member.
16. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

Signature

Date

Name and Title (please print)

For the District:

Signature

Date

Craig A. Goldman, Chief Business Official
Name and Title

Exhibit A

Agreement between the Belmont-Redwood Shores School District and Frederic Palmer

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

Provide coaching and instructional support for Ralston Middle School music students at the direction of Ralston Middle School music teachers.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

- \$50.00 per hour not to exceed \$800.00
- To receive payment, Contractor shall provide an invoice to District indicating dates, times, and hours of service.

**Attachment 1 - Fingerprint and
Criminal Background Check Certification**

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Belmont-Redwood Shores School District ("District") and the individual, company, or contractor named therein ("Contractor,") for provision of services to the District..

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ **REQUIREMENTS SATISFIED:**

Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below or attach all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

_____. [Attach and sign additional pages, as needed.]

☐ **WAIVER JUSTIFICATION:**

Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code ("EC") section 45125.1 et seq.

- ☐ Contractor and its employees will have NO CONTACT with pupils.
- ☐ Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ Contractor and its employees will have more than LIMITED CONTACT with pupils, but will assure that ONE OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

Check all methods to be used:

- ☐ Installation of a physical barrier at the worksite to limit contact with students
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious violent felony as ascertained by the DOJ
- ☐ Surveillance of employees of the Contractor by school personnel
- ☐ The services provided by Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor-provided services.

Authorized Contractor Signature

Printed Name

Title

Date

BELMONT-REDWOOD SHORES SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

Kristin Kunzelman

Contractor: Upon completion of work or agreed-upon work periods, mail invoice to jmorales@brssd.org or to:

Belmont-Redwood Shores School District School District
Attention: Accounts Receivable
2960 Hallmark Drive
Belmont, CA 94002-2999

It is agreed between the Belmont-Redwood Shores School District ("District") and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in **Exhibit A**, and **Attachment 1 – Fingerprint and Criminal Background Check Certification**, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from October 1, 2019, through June 30, 2020, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **Eight Hundred Dollars (\$800.00)**.
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - ☐ Comprehensive General Liability \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
 - ☐ Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)
 - ☐ Professional Liability \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any

data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
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14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
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 - ☐ Contractor is a retired CalSTRS member. Date of retirement: _____
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THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

Signature

Date

Name and Title (please print)

For the District:

Signature

Date

Craig A. Goldman, Chief Business Official
Name and Title

Exhibit A

Agreement between the Belmont-Redwood Shores School District and Ashley Devine

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

Provide coaching and instructional support for Ralston Middle School music students at the direction of Ralston Middle School music teachers.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

- \$50.00 per hour not to exceed \$800.00
- To receive payment, Contractor shall provide an invoice to District indicating dates and number of hours of service.

**Attachment 1 - Fingerprint and
Criminal Background Check Certification**

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Belmont-Redwood Shores School District ("District") and the individual, company, or contractor named therein ("Contractor,") for provision of services to the District..

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ **REQUIREMENTS SATISFIED:**

Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below or attach all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

_____. [Attach and sign additional pages, as needed.]

☐ **WAIVER JUSTIFICATION:**

Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code ("EC") section 45125.1 et seq.

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- ☐ Contractor and its employees will have more than LIMITED CONTACT with pupils, but will assure that ONE OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

Check all methods to be used:

- ☐ Installation of a physical barrier at the worksite to limit contact with students
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious violent felony as ascertained by the DOJ
- ☐ Surveillance of employees of the Contractor by school personnel
- ☐ The services provided by Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor-provided services.

Authorized Contractor Signature

Printed Name

Title

Date

BELMONT-REDWOOD SHORES SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

Joe Murphy

Contractor: Upon completion of work or agreed-upon work periods, mail invoice to jmorales@brssd or to:

Belmont-Redwood Shores School District School District
Attention: Accounts Receivable
2960 Hallmark Drive
Belmont, CA 94002-2999

It is agreed between the Belmont-Redwood Shores School District ("District") and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in **Exhibit A**, and **Attachment 1 – Fingerprint and Criminal Background Check Certification**, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from October 1, 2019, through June 30, 2020, unless terminated earlier by the District.
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5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - ☐ Comprehensive General Liability \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
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8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any

data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

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14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Retirement Status.** (Contractor must check and complete as appropriate.)
 - ☐ Contractor is a retired CalSTRS member. Date of retirement: _____
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 - ☐ Contractor is neither a retired CalSTRS member nor a retired CalPERS member.
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THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

Signature

Date

Name and Title (please print)

For the District:

Signature

Date

Craig A. Goldman, Chief Business Official
Name and Title

Exhibit A

Agreement between the Belmont-Redwood Shores School District and Ashley Devine

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

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2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

- \$50.00 per hour not to exceed \$800.00
- To receive payment, Contractor shall provide an invoice to District indicating dates and number of hours of service.

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Criminal Background Check Certification**

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With respect to the Agreement between the Belmont-Redwood Shores School District ("District") and the individual, company, or contractor named therein ("Contractor,") for provision of services to the District..

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ **REQUIREMENTS SATISFIED:**

Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below or attach all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

_____. [Attach and sign additional pages, as needed.]

☐ **WAIVER JUSTIFICATION:**

Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code ("EC") section 45125.1 et seq.

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- ☐ Contractor and its employees will have more than LIMITED CONTACT with pupils, but will assure that ONE OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

Check all methods to be used:

- ☐ Installation of a physical barrier at the worksite to limit contact with students
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious violent felony as ascertained by the DOJ
- ☐ Surveillance of employees of the Contractor by school personnel
- ☐ The services provided by Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor-provided services.

Authorized Contractor Signature

Printed Name

Title

Date

BELMONT-REDWOOD SHORES SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

Thomas Bertetta

Contractor: Upon completion of work or agreed-upon work periods, mail invoice by email to jmorales@brssd.org or to:

Belmont-Redwood Shores School District School District
Attention: Accounts Receivable
2960 Hallmark Drive
Belmont, CA 94002-2999

It is agreed between the Belmont-Redwood Shores School District ("District") and Contractor as follows:

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2. **Contract Term.** The term of this Agreement shall be from September 1, 2019,, through June 30, 2020, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. **In no event shall total payment for services under this Agreement exceed either Six Thousand Five Hundred Dollars (\$6,500.00) for Jazz Ensemble or Eight Hundred Dollars (\$800.00) for Music Coaching.**
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

<input type="checkbox"/> Comprehensive General Liability	\$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
<input type="checkbox"/> Motor Vehicle Liability Insurance	\$1,000,000 (to be checked if motor vehicle used in performing services)
<input type="checkbox"/> Professional Liability	\$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently

developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Retirement Status.** (Contractor must check and complete as appropriate.)
- ☐ Contractor is a retired CalSTRS member. Date of retirement: _____
- ☐ Contractor is a retired CalPERS member. Date of retirement: _____
- ☐ Contractor is neither a retired CalSTRS member nor a retired CalPERS member.
16. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

Signature

Date

Name and Title (please print)

For the District:

Signature

Date

Craig A. Goldman, Chief Business Official

Exhibit A

Agreement between the Belmont-Redwood Shores School District and Thomas Bertetta

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

- Instruction, leadership, and logistics for Ralston Middle School Jazz Ensemble
- Coaching and instructional support for Ralston Middle School music students at the direction of Ralston Middle School music teachers.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

- For Jazz Ensemble: \$75.00 per hour not to exceed \$6,500.00.
- For Music Coaching: \$50.00 per hour not to exceed \$800.00

**Attachment 1 - Fingerprint and
Criminal Background Check Certification**

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Belmont-Redwood Shores School District ("District") and the individual, company, or contractor named therein ("Contractor,") for provision of services to the District..

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ **REQUIREMENTS SATISFIED:**

Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below or attach all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

_____. [Attach and sign additional pages, as needed.]

☐ **WAIVER JUSTIFICATION:**

Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code ("EC") section 45125.1 et seq.

- ☐ Contractor and its employees will have NO CONTACT with pupils.
- ☐ Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ Contractor and its employees will have more than LIMITED CONTACT with pupils, but will assure that ONE OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

Check all methods to be used:

- ☐ Installation of a physical barrier at the worksite to limit contact with students
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious of violent felony as ascertained by the DOJ
- ☐ Surveillance of employees of the Contractor by school personnel
- ☐ The services provided by Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor-provided services.

Authorized Contractor Signature

Printed Name

Title

Date