



Agreement to Provide Supplemental, Expanded Learning & Educational Services

This Agreement is entered into by and between the Vista Del Mar Union School District (hereinafter, “District”) and Jake Himovitz, Artist/Educator, and Kyra Lehman, Artist/Educator/Director/Choreographer (hereinafter, collectively referred to as “Educators”). This Agreement shall be effective on the date executed and approved by the Governing Board of the District.

The Parties hereinafter agree to the following terms and conditions:

1. Term of Agreement

This Agreement is valid for the 2021-2022 fiscal and academic year, beginning on the fourteenth of January and terminating on May 30, 2022. The Parties may agree to extend the contract for an additional fiscal and academic year by executing a written amendment extending the term for an additional year.

2. Parties to the Agreement

The Parties to the Agreement shall be the Vista Del Mar Union School District (“District”) and the Educator team of Jake Himovitz and Kyra Lehman. The Educators shall be jointly responsible for carrying out the duties and responsibilities set forth in this Agreement. Notice under this Agreement shall be provided to each of the Parties as follows:

DISTRICT

Dr. Lois Peterson
Superintendent/Principal
Vista Del Mar Union School District
9467 San Julian Road
Gaviota, California 93117
(805) 686-1880
lpeterson@vistadelmarunion.com

EDUCATORS

Kyla Lehman
kyralehman@gmail.com
(805) 698-8919

Jake Himowitz
himovitzjake@gmail.com
779 Hot Springs Road
Santa Barbara, CA 93108
(805) 729-4231

3. Scope of Services

In consideration for the compensation set forth herein, the Educators shall provide an afterschool enrichment program for Vista De Las Cruces students between the hours of 1:00 PM and 4:00 PM on the following sixteen (16) Friday afternoon sessions:

January 14	February 11	March 25	May 6
January 21	March 4	April 15	May 13
January 28	March 11	April 22	May 20
February 4	March 18	April 29	May 27

The enrichment shall be a comprehensive educational program that includes arts, theater, stage performance, dance, movement, music, musical performing arts. The sixteen sessions will culminate in a live performance on Thursday, May 26, 2022. The contract shall include the construction and installation of stage props for the performance and the overall coordination and oversight of the performance on that date. The May 27 session noted above shall be a post-performance debriefing and celebration session.

The Services include adult supervision of Vista De Las Cruces students between grades Kindergarten and Sixth Grade.

4. Educator Compensation

The District agrees to compensate Educators in an amount not to exceed \$300 per educator per session for a total not to exceed \$600 per session. The compensation shall include any and all preparation, travel and set-up time. The student contact time shall be three (3) hours per session between the hours of 1:00 PM and 4:00 PM. In addition to the sixteen sessions noted above, the District will compensate each Educator \$600 for the final performance on May 26, 2022. The total compensation under this agreement shall not exceed \$10,800.00.

5. Joint & Several Responsibility

Educators together and, each individually, are jointly and severally responsible for performing the duties, obligations and responsibilities set forth in this Agreement.

6. District Policies, Regulations and Rules

Educators will at all times while performing services for the District adhere to and comply with all District Board Policies, Administrative Regulations and, any and all rules. Furthermore, Educators shall comply with any requests or directives of the School Superintendent/Principal as it relates to Educator's activities on school campus. The District's Board Policies and Administrative Regulations are located on the District website. Educators hereby acknowledge that they have been made aware of the policies and regulations and agree to compliance therewith.

7. Conditions Precedent to Performing Services on Campus

Prior to performing any services on the Vista De Las Cruces campus, Educators shall complete a Tuberculosis evaluation and shall complete a criminal history fingerprint background check through the District. Furthermore, Educators shall be fully vaccinated for COVID-19 and shall provide the District with proof of vaccination as required by the Santa Barbara County Department of Public Health. Educators further agree to comply with any and all recommended guidelines related to the COVID-19 Pandemic.

8. Independent Contractors

Educators shall perform the services under this Agreement as Independent Contractors as that term is defined under California law. Educators shall have the right to set their own hours, consistent with the nature of the services provided under this Agreement. Educators shall determine the method, means and manner of performance of the scope of services without restriction. The District is interested only in the results to be achieved from Educator's performance of the services. Educators shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, CONTRACTOR shall have the right to provide the same or similar services to entities other than the District without restriction.

The District shall have no authority, control, or liability regarding Educator's performance or activities before or after each instance, wherein, Educator may perform under this Agreement.

Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, and neither party shall hold itself out as an agent, legal representative, partner, subsidiary, joint venture, servant or employee of the other.

9. Termination

The Parties agree that this Agreement may be terminated at any time by either party, with or without cause, by providing the other Party with a ten (10) calendar day written notice of termination. The notice shall be provided to the electronic email address noted in paragraph 2 above, with a receipt notification. Once notice is provided, no further work shall be performed by Educator on behalf of the District. If notice is provided pursuant to this section, Educators shall provide a written summary of the services performed and any services remaining to be performed under the Agreement.

10. Indemnification

Educators will, at all times, indemnify and hold the District and its Trustees, agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Educator of any representation, warrant or agreement made by Educator hereunder or arising out of Educator's services.

11. Waiver

The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

12. Severability

If any part or parts of this Contract shall be held unenforceable for any reason, the remainder of this Contract shall continue in full force and effect. If any provision of this Contract is deemed invalid or unenforceable by any statute, ordinance or court of competent jurisdiction,

and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

13. Entire Agreement

This Contract constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Contract. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract. This Contract may be modified in writing and must be signed by both Consultant and the District.

14. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of California.

Executed and Approved by the Governing Board of the Vista Del Mar Union School District on this the 13th day of January 2022.

For VISTA DEL MAR UNION SCHOOL DISTRICT

Dr. Lois M. Peterson
Superintendent/Principal

For EDUCATORS

Kyla Lehman
kyralehman@gmail.com

Jake Himowitz
himovitzjake@gmail.com