

**I. Contract Agreement**

This is an agreement between Gibson & Associates, an independent contractor, and San Rafael City Schools.

Client Name San Rafael City Elementary School District
Project Title Local Education Agency
California Math and Science Partnership
Grant Technical Assistance
Project Contact Person Molly Todd, iTEAMS Project Director
Contract Start Date April 15, 2015

Client Billing Information

Billing Address 310 Nova Albion
City San Rafael
State CA
ZIP Code 94903
Phone 415-492-3200

Work To Be Performed

Gibson & Associates will provide technical assistance for ITEAMS – California Math and Science Partnership Grant. This does not include work to be addressed in prior contract.

- Development of end of year instruments for ITEAMS teachers and students
- Analysis of observation data completed in Year 1
- Development of Blended Learning Activities
- Support for end of year project outcome analysis

Contract Amount and Terms of Payment

The contract amount is for seven thousand dollars ((\$7,000) for services rendered from April 15, 2015 – June 1, 2015. Gibson & Associates will submit invoices according to the following schedule:

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
1	6/01/15	\$7,000.00

Invoices shall be paid within 30 days of date of invoice.

Reimbursement of Expenses

Reimbursable expenses are included in the contract amount above.

1300 Clay Street Suite 600 ,Oakland, CA 94612
p. (510) 986-0990
www.gibsonandassociates.com

Equipment, Tools, Materials or Supplies

Gibson & Associates shall provide all equipment, materials and/or supplies to accomplish the work agreed to be performed.

Worker's Compensation

No Worker's Compensation Insurance shall be obtained by San Rafael City Schools for Gibson & Associates and its employees.

Payroll Taxes

Neither state nor federal income taxes nor payroll tax of any kind shall be withheld or paid by San Rafael City Schools on behalf of Gibson & Associates or its employees. Gibson & Associates agrees to be responsible for all applicable state, federal, city and/or business taxes.

Termination without Cause

Without cause, either party may terminate this agreement after 10 days written notice to the other of intent to terminate. The parties shall deal with each other in good faith during the 10-day period after any notice of intent to terminate has been given.

Termination with Cause

With reasonable cause, either party may terminate this agreement effective upon giving of written notice of termination for cause. Reasonable cause shall include:

- ☐ Material violation of this agreement;
- ☐ Any act exposing the other party to liability to others for personal injury or property damage.

Termination for Completion of Scope of Work

Once the scope of work has been completed and the proposal submitted, the contract will be effectively terminated.

How Notices Shall Be Given

Any notice given in connection with this agreement shall be given in writing.

Reasonable Attorney's Fees and Costs

In connection with any lawsuit brought to enforce this agreement, the prevailing party's reasonable attorney's fees and costs as set by the court shall be paid by the non-prevailing party. The parties shall, however, make a good faith effort to resolve any dispute before commencing suit.

Declaration by Independent Contractor

Independent contractor declares that he/she complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

For Gibson and Associates:

Nada Djordjevich, Executive Director

Date

For San Rafael City Schools:

Date