

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made this 23 day of July, 2019, between San José Unified School District (“District”), and Schmahl Science Workshops (“SSW” and/or “Contractor”), a Non-profit Organization.

- 1. SERVICES.** Contractor shall perform the following services (“Services”): If a separate scope of services or proposal generated by the District or the Contractor is available, attach exhibit(s) and reference it here. Do not attach a separate contract.

Provide in-classroom science workshops, during school, for K – 5th grades. Workshops are organized and structured curriculum to fit the needs of each different grade level. See Exhibit A for Pay Structure, Summary of Services and Responsibilities of District.

- 2. LOCATION.** Work will be performed at the following: Graystone Elementary

- 3. COMPENSATION.** District agrees to pay Contractor for Services as follows:

The total cost of services is \$51,000. School site receives a 25% discount if the deposit is paid before 8/16/2019, total cost of services after discount is \$38,250.

Two installments, not to exceed \$38,250, invoiced to the District per schedule below:

- DEPOSIT: invoice dated 7/1/2019, due on 8/16/2019 for \$19,125
- FINAL INVOICE: to be invoiced on 11/18/2019, due on 12/20/2019 for \$19,125

Payments shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District’s Accounts Payable Department. A purchase order will be provided after the approval of this service agreement, all invoices must include the purchase order number. Failure to provide a detailed invoice with the purchase order number may cause a delay in payment. If a workshop is cancelled, and cannot be rescheduled, the Contractor shall return the prorated cost of the cancelled workshop.

- 4. TERM/TERMINATION** The term of this Agreement shall commence on August 20, 2019 and shall continue through June 4, 2020. The District may terminate this Agreement immediately for any reason at any time, by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

- 5. INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

Commercial General Liability Insurance	Each Occurrence	\$1,000,000
	General Aggregate	\$3,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property damage	\$5,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Abuse and Molestation Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
Workers’ Compensation		Statutory limits
Employer’s Liability	Each Occurrence	\$1,000,000

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Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Subcontractors

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Contractor hereunder.

6. **TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.
7. **COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable law, including but not limited to Education Code Sections [45125.1](#) and [49406](#). Contractor must complete and sign the Contractor Certification attached as Exhibit B. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
8. **WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law.
9. **INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.
10. **ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education.

This Agreement consists of:

- 11.1 Service Agreement
- 11.2 Exhibit A – Pay Structure, Summary of Services & Responsibilities of District
- 11.3 Exhibit B – Contractor Certification

11. **NO ASSIGNMENT.** This Agreement may not be assigned by the Contractor, nor any part of the services hereunder subcontracted, without the express written permission of the District.
12. **SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.

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- 13. **GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
- 14. **ATTORNEY’S FEES.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney’s fees.
- 15. **BOARD APPROVAL REQUIRED.** Agreements in excess of \$24,999 shall not be a valid and binding obligation of the District, and Contractor shall not be entitled to payment for services rendered, unless and until executed by both parties and approved by the District’s Board of Education and/or Board of Education Designee.
- 16. **CONTRACT EXECUTION.** Unless otherwise prohibited by law or District policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term ‘electronic copy of a signed contract’ refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term ‘electronically signed contract’ means a contract that is executed by applying an electronic signature using technology approved by the District.
- 17. Executed by the parties at San Jose, California, on the day and year indicated below.

San José Unified School District

Schmahl Science Workshops

Dated: 7/29/2019

Dated: 7/24/2019

By: 
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By: 
928FDED4674240C...

Print Name: Steve Adamo

Print Name: Ellen Hilbrich

Title: Director

Title: General Manager



***Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires Contractor’s federal tax identification number or Social Security number, whichever is applicable.**

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“EXHIBIT A” PAY STRUCTURE, SUMMARY OF SERVICES & RESPONSIBILITIES OF THE DISTRICT

Pay Structure

Grade	No. of Classes	No. of Labs	Length	No. of Workshops	Cost per Workshop	Total per Grade
K	3	10	50	30	\$250	\$7,500
1	3	10	50	30	\$250	\$7,500
2	3	10	50	30	\$250	\$7,500
3	3	10	50	30	\$250	\$7,500
4	3	13	50	39	\$250	\$9,750
5	3	15	50	40	\$250	\$11,250
Total						\$51,000
Total with 25% discount						\$38,250

Summary of Services

Contractor will provide the following services:

- Workshops will be for 50 minutes duration or less if the bell schedule dictates it.
- The Contractor shall purchase all materials and supplies, which will remain the property of the Contractor.
- Each workshop can accommodate up to 32 students at a time.
- Schmahl Science Workshops is a business entity and will provide appropriate staff trained in the SSW method for workshops. Supervision and training of such staff are the responsibility of SSW. There are typically 2 science instructors at each workshop.
- Schools can select from our program library of SSW student approved experiments.
- SSW workshops align to California State, Next Generation, American Association for the Advancement of Science Benchmarks, and National science standards and frameworks.
- SSW offers curriculum in the following areas: Chemistry, Earth Science, Life Science, Physics, and Engineering. We will also customize our program for the special curriculum needs of teachers.
- SSW will not be responsible for homework, grading and/or testing student.

Responsibilities of District

District will be responsible for:

- Providing a classroom teacher to support SSW in management of the classroom. The teacher must remain in the classroom with the SSW instructor at all times to assist with student behavior correction and discipline.
- Providing a fully appointed classroom with standard facilities for presenting an academic subject. (e.g. adequate seating/table space for the planned number of students, arranged in a workable manner).
- Grading and /or testing students.
- Providing 1-month notice of change of school schedule that would result in cancellation or rescheduling of a workshop.
- Providing adequate parking that allows for easy access to school site for SSW vehicles. (In the event of tight parking, a reserved parking space will be provided.)
- Provide a copy of their Food and Allergy Policy if applicable.
- If District wishes to discuss performance of staff, comments are to be directed to Belinda Schmahl, Executive Director of SSW or to Ellen Hilbrich.
- If District wishes to discuss changes to schedule, workshop selection or any terms of the service provided by Schmahl Science Workshops, inquiries need to be directed to the Scheduling Manager at schedule@schmahlsience.org or Ellen Hilbrich at ellen@schmahlsience.org. Please do not discuss with the Schmahl Science instructors on site.

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“EXHIBIT B” CONTRACTOR CERTIFICATION

Fingerprint and Background Certification

Business entities entering into a Service Agreement with the District shall comply with Education Code sections [45125.1](#). Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.

I, Ellen Hilbrich, am (an authorized representative of/doing business as) Schmahl Science Workshops, (Name of Contractor) and hereby certify that Contractor have Conducted the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of this business District, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. I agree to keep this list current and to notify San José Unified School District of any additions/deletions as they occur.

Signature  Date 7/24/2019

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Signature  Date 7/24/2019

Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis certification requirements as set forth below. Specifically, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor Parties will not be present on a District school site and will not have contact with District students during the term of this Agreement.
- The following Contractor and/or Contractor Parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis test that complies with the requirements of California Education Code Section [49406](#).

Contractor shall maintain on file the certificates showing that the Contractor Parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature  Date 7/24/2019