

HEMET UNIFIED SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2020, by and between Hemet Unified School District of Riverside County, California hereinafter referred to as "District," and THINK Together, Inc. hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Consultant to provide an ASSETS program at Tahquitz High School on all instructional days, including Saturdays. Program will run from July 1, 2020 through June 30, 2020.

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

1. TERM: The term of this Agreement shall be for a period of one school year commencing July 1, 2020 and terminating June 30, 2021, unless terminated earlier pursuant to Section 15.

In the event of district and/ or school closures, this agreement may be terminated earlier by Hemet Unified School pursuant to Section 15.

In the event that CDE reduces/discontinues ASES funding, this agreement may be terminated earlier by Hemet Unified School pursuant to Section 15.

2. INSURANCE REQUIREMENTS: The following requirements are attached in EXHIBIT "A"

3. SCOPE OF WORK: As directed by the District, the Consultant agrees to the following:

A. Consultant shall provide the following services: An ASSETS program at Tahquitz High School on all instructional days, including Saturdays. The program is to include homework assistance, tutoring, physical education, enrichment and support for English Language Learners. Staff, materials, management, supervision, and volunteer recruitment for the school sites will also be provided. In addition will work collaboratively with the district on governance, operational management, and evaluation. ("Services").

B. THINK Together employees will provide a recreational and adult role-model/

mentor program for Hemet Unified High School students. Employees will supervise and provide Homework/tutoring assistance, social and emotional growth support, and educational services such as enrichment clubs sports, arts and crafts, dance, etc.) and other academic supports for high school students. The program will begin July 1, 2020, and run through June 30, 2021.

C. THINK Together DESIGNEE: provide a designee to facilitate daily THINK Together Program operations; Services will include:

1. Billing- designee will provide Hemet Unified with billing by the first week of each month.
2. Hiring and Recruiting- designee will be responsible for recruiting, interviewing, and hiring of THINK together employees.
3. Discipline- Designee will investigate and enforce policies related to THINK Together concerns and issues.
4. Evaluations- Employee evaluations need to be consistent with the THINK Together evaluation process.

4. DISTRICT DESIGNEE: Consultant shall provide its Services and Products to Hemet Unified District's designee. All Services and Products shall be subject to the approval of District's Designee.

5. EXPENSES: Consultant agrees and understands that some travel may be required, at Consultant's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement, Consultant shall not invoice the District for travel time from home office to a District location.

The Consultant shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. SUBCONTRACTORS: Consultant shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Consultant's own resources and billings.

7. INDEPENDENT CONTRACTOR: It is expressly understood and agreed to by both parties hereto that the Consultant, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this

Agreement, is an independent contractor and is not an officer, agent or employee of the District. Consultant shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Consultant retains the right to provide similar or different Services or Products for others during the term of this Agreement. Consultant shall pay all wages, salaries, benefits and other amounts due its employees and sub-consultants, and shall be responsible for all reports and obligations respecting its employees and sub-consultants.

8. ASSIGNMENT: Consultant shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9 CONFIDENTIALITY: Consultant and all personnel designated by Consultant to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. EXECUTION OF CONTRACT: Consultant shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

11. INDEMNIFICATION: Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, official officers, employees, agents or volunteers.

12. The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by the District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Consultant until said Services and/or the Products are received by the District's Designee.

13. FEE: For Services and Products provided under the Agreement, the District will pay Consultant up to a maximum of \$25,000. This fee will include staff, supervision, management, and materials cost.

14. PAYMENT TERMS: Progress payments may be made monthly upon presentation of an invoice, to the District's Designee, detailing time spent in providing the Services and/or the Products supplied during the billing period. The invoice shall contain an attachment that shows the days and hours billed by person and by the project, sub-project or other billing breakdown as may be required by the District's Designee. The District Purchasing Department will issue a purchase order/contract for billing purposes to cover this Agreement. The purchase order/contract number must be shown on each invoice. If this Agreement covers more than one fiscal year, a new purchase order will be issued for each fiscal year.

The Consultant shall, when requested by the District, invoice individual projects separately by line item showing the type and quantity of time expended on the specified project(s).

The Consultant shall account for and invoice hours worked on this Agreement separately from any other Agreement between the parties.

Consultant shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Consultant represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.

15. TERMINATION: This Agreement may be terminated by the District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to the Consultant. Said notice shall be in writing and shall be delivered to the addresses listed for the Consultant. Consultant may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such

notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

In the event of district and/ or school closures, this agreement may be terminated earlier by Hemet Unified School District.

16. FISCAL YEAR: Consultant understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Consultant continuously throughout the term irrespective of fiscal year, Consultant and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

17. AUTHORITY: In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

18. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

19. PERMITS & LICENSES: Consultant shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

20. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

21. COMPLIANCE: Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Consultant shall be solely responsible for all costs arising there from. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22. RECORDS: Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

23. FINGERPRINTING: This contract is subject to the provisions of Education Code Section 45125.1. Consultants' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.50 and 1192.7c respectively. Consultant shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Consultant shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

24. NONDISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require compliance by any subcontractors employed on the work by him...

25. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees.

26. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

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

Type or Print Consultants Name

Consultants Signature

Address

Title

City **State** **Zip**

Phone Number

Board Approval Date

EXHIBIT "A"

Insurance Requirements

1) The THINK Together Inc. agrees to indemnify, defend, save and hold harmless HEMET UNIFIED SCHOOL DISTRICT and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement.

2) **CERTIFICATES OF INSURANCE:**

Commercial General Liability

THINK Together Inc. shall furnish to HEMET UNIFIED SCHOOL DISTRICT a Certificate of Insurance, stating liability insurance is presently in effect of not less than \$1,000,000 Each Occurrence, \$3,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising Injury Limit. Coverage to include general, professional coverage, including but not limited to sexual molestation/misconduct. THINK Together Inc. agrees to provide HEMET UNIFIED SCHOOL DISTRICT with a complete copy of policy to include all coverages and exclusions.

The Certificate(s) of Insurance must provide the following requirements:

a. Additional Insured language:

Shall apply to both General Liability and Auto Liability naming HEMET UNIFIED SCHOOL DISTRICT, its officers, agents, employees, and servants as additional insured.

THINK Together Inc. agrees that the automobile liability insurance provided shall be in effect at all times during the term of the contract and agrees to provide 30 day written notification prior to policy changes or cancellations. In the event insurance coverage expires at any time or times during the term of the contract, the THINK Together Inc. agrees to provide a new Certificate of Insurance to:

HEMET UNIFIED SCHOOL DISTRICT
1791 W. ACACIA AVENUE
HEMET, CA 92545

New Certificates of Insurance are subject to the approval of HEMET UNIFIED SCHOOL DISTRICT. THINK Together Inc. agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, HEMET UNIFIED SCHOOL DISTRICT may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

3) **WORKER'S COMPENSATION INSURANCE:**

Employers Liability limits of \$1M/\$1M/\$1M which is also included and made part of the Workers Compensation coverage.

- a. Shall furnish to HEMET UNIFIED SCHOOL DISTRICT a Certificate of Insurance, issued by an insurance carrier licensed to write worker's compensation insurance in the State of California and have an AM Best Rating of A or higher, including the name of the carrier and the date of expiration of the insurance, or a certificate to self-insure, issued by the California Department of Industrial Relations with Employers Liability limits of \$1M/\$1M/\$1M.
- b. THINK Together Inc. shall be required to secure the payment of Worker's Compensation to his/her employees in accordance with the provisions of Labor Code Section, 3700.
- c. THINK Together Inc. shall place into effect and maintain enforce such insurance for claims under Workers' Compensation acts and from any other claims for damage to property or personal injury including death, which may arise from operations under this contract, and will hold the State, its officer, employees and agents harmless from all liability for such claims.