

JULY 2016

AGREEMENT FOR PROFESSIONAL SERVICES

Between

The Regents of the University of California on behalf of UC Santa Cruz-Educational Partnership Center (also referred to as “EPC” or “UC Santa Cruz”)

&

North Monterey County Unified School District (NMCUSD)

1. **PARTIES:** **THIS AGREEMENT** (hereinafter “Agreement”), is made and entered into as of July 1st 2016 (hereinafter “Effective Date”) between North Monterey County Unified School District (NMCUSD) (hereinafter Sponsor) and The Regents of the University of California, having its office at, University of California, Santa Cruz, 1156 High Street, Santa Cruz CA 95064 (hereinafter University).
2. **TERM:** The effective date of this contract is July 1st 2016 and it terminates July 31st 2017 unless sooner terminated as provided herein.
3. **TERMINATION:** This Agreement shall terminate upon completion by the University of the obligations listed in Appendix A Section IV or by July 31st, 2017, whichever occurs first. However, this Agreement may also be terminated as follows:

Termination for Cause. This Agreement may be terminated by the two parties, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days from receipt of notice

outlining the nature of the breach. In the event such material breach is not cured within the applicable period of time noted above, then the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

Termination for Non-Feasibility. This Agreement may be terminated by either party by giving thirty (30) calendar days written notice to the other party if in the reasonable discretion of the terminating party, the Scope of Work is no longer academically, technically, or commercially feasible. North Monterey County Unified School District (NMCUSD) shall compensate the University for all work performed and expenses incurred prior to the effective date of termination of the Agreement, and will reimburse the University for any uncancellable obligations incurred prior to the effective date of termination of this Agreement. The University shall make good faith efforts to avoid incurring additional costs following either party's notice of termination.

4. **PAYMENT LIMIT:** Total payment (s) to the University under this contract shall be \$23,000 to be paid within fifteen (15) days after the execution of this Agreement payable to "The Regents of University of California". Payment to be sent as follows:

Cashier's Office
102 Hahn Student Services
1156 High Street
University of California
Santa Cruz, CA 95064-1077

Accounting. Within ninety (90) days of the end of the agreement term, the University shall submit to North Monterey County Unified School District (NMCUSD) an itemized financial report for any expenses paid under this Agreement prior to the effective date of termination.

5. **GRANTOR'S OBLIGATION:** In consideration of the University's provision of special service(s), as described in Appendix A Section IV and subject to the payment limit expressed herein, North Monterey County Unified School District (NMCUSD) shall pay the University according to the fee schedule listed in Section 4, above.
6. **CONTRACTOR'S OBLIGATION:** The University is responsible for the Scope of Work included as Appendix A of this agreement.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

INDEMINFICATION: The University agrees to defend, indemnify and hold North Monterey County Unified School District (NMCUSD), its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions by the University.

North Monterey County Unified School District (NMCUSD) agrees to defend, indemnify and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of North Monterey County Unified School District (NMCUSD). If legal action is required by UC Santa Cruz to enforce any of its rights under this Agreement, North Monterey County Unified School District (NMCUSD) agrees to reimburse UCSC for reasonable attorney's fees and court costs.

8. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** The University understands that its employees are not employees of the North Monterey County Unified School District (NMCUSD) and are not entitled to benefits of any kind that may be provided to employees of the North Monterey County Unified School District (NMCUSD), including, but not limited to State Unemployment Compensation or Worker's Compensation. The University shall assume full responsibility for payment of all Federal, State or local taxes or contributions including unemployment insurance, social security, and income taxes with respect to its employees.
9. **MISCELLANEOUS:** This Agreement, including the Exhibits and/or Addenda listed below (if any), contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any other agreement relating to such subject matter, whether oral or written.

Included Exhibits and/or Addenda (listed below or mark "N/A" if none):

- *Appendix A: Scope of Work*
- *Appendix B: Budget*

SIGNATURES:

All of the parties agree on the terms outlined in this agreement and sign as authorized agents of their respective organizations.

North Monterey County Unified School District (NMCUSD):

Signature: _____ Date: _____

Print Name: Kari Yeater_____

Title: Superintendent, North Monterey County Unified School District (NMCUSD)

North Monterey County Unified School District (NMCUSD):

Contact information of Danica Salazar fiscal administrator:

Name: Danica Salazar_____

Title: Director of Fiscal Services_____

Email: Dsalazar@nmcusd.org_____

Phone: (831) 633-3343 ext. 1207_____

Fax: (831) 633-5189_____

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, SANTA CRUZ

DATE

PRIMARY CONTACT INFORMATION

Educational Partnership Center

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The Regents of the University of California, Santa Cruz

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