



## STAFF REPORT

**TO:** Board President and Trustees  
**FROM:** Elia R. Sagasta, Director  
**DATE:** November 5, 2018  
**SUBJECT:** KCSOS Service Provider Agreement for TK

### **Recommendation:**

The recommendation is to approve the contract between the Richland School District and the Kern County Superintendent of Schools to provide professional learning to train teachers to increase student engagement, learning, and achievement language, literacy and mathematics.

### **Discussion:**

Teachers will engage in lessons to increase student learning in language and literacy which are essential for cognitive development, reading achievement, and overall school performance. Furthermore, teachers will increase their knowledge in the area of mathematics to engage students in actively construct mathematical knowledge through everyday interactions with their environment.

### **Fiscal Impact:**

Professional service fee \$2,000.00

### **Follow-up for Staff:**

Contract requires superintendent signature, mail contract to KCSOS, provide the signed contract to Vanessa to create a purchase order, provide Elia Sagasta with a copy of the signed contract.

### **Attachments:**

KCSOS Service Provider Agreement.

OFFICE OF MARY C. BARLOW  
KERN COUNTY SUPERINTENDENT OF SCHOOLS  
*Advocates for Children*

**KCSOS SERVICE PROVIDER AGREEMENT  
(Professional Development)**

This Service Provider Agreement ("Agreement") is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency ("Contractor"), and the party whose legal name and status are described in the signature block below ("Principal").

**RECITALS**

This Agreement is based on the following facts and understandings of the parties:

- A. County Superintendent is qualified and has recent successful experience providing professional development.
- B. Principal has requested mutually agreed upon professional development training.
- C. This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

**TERMS**

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

- 1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
- 2. Term. The initial term of this Agreement shall begin effective 8/09/2018 and shall end on 8/09/2018. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.
- 3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of **\$2,000.00 (total flat fee)**. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly or **SUPERINTENDENT** is authorized to transfer the amounts for the services from **DISTRICT** Account Code:

01-0000-0-5800-00-1110-1000-000-00-147-0000

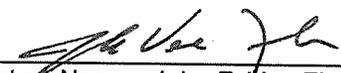
The total amount payable to Contractor under this Agreement shall not exceed \$2,000.00.

- 4. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

**PRINCIPAL**

**MARY C. BARLOW  
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By   
 Entity Name: Richland School District  
 Entity Type: School District  
 Authorized Signatory Name:  
 Address: 331 Shafter Ave., Shafter, CA 93263  
 Date: \_\_\_\_\_

By   
 Signatory Name: John F. Von Flue  
 Title: Assistant Superintendent  
 1300 17<sup>th</sup> Street, Bakersfield, CA 93301  
 Account Code: 01-848-5035-0-8677.00-0000-0000-00-0000-000  
 Date: 7-27-18

## ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. Indemnification. Contractor agrees to defend, hold harmless, and indemnify Principal (and Principal's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) Contractor's breach of the terms of this Agreement, (B) the act or omission of Contractor, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (C) the presence of Contractor, its officers, employees, agents, assigns, or invitees on Principal's premises.

In the event that any action or proceeding is brought against Principal by reason of any claim or demand discussed in this section, upon notice from Principal, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to Principal. The obligation to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

Contractor's obligations under this section shall apply regardless of whether Principal (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the active negligence or willful misconduct of Principal, its officers, employees, trustees, or agents.

6. Insurance Requirements. Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies issued by an insurance company rated not less than "A-;VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with combined single limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each policy shall contain an endorsement naming Principal as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Principal at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liability or

obligations under the indemnification provisions of this Agreement.

The parties acknowledge that Contractor is permissibly self-insured under California law.

7. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Agreement, Contractor shall determine the means and methods for carrying out the work to achieve the result required by Principal. The parties shall be free to contract for similar services to be performed while under contract with each other. Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Principal provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of Principal. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If the other party fails to comply with any insurance or indemnification requirements of this Agreement.

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. Without cause, on 60 days' written notice, in which case Contractor shall be paid for all services rendered up until the effective date of the notice of termination.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver

shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that

mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Each party represents that it is aware of no financial or economic interest of any officer or employee of Contractor relating to this Agreement.

K. Nondiscrimination. Neither party, nor any officer, agent, employee, or subcontractor of a party, shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

L. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

M. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1.

**ATTACHMENT A  
SCOPE OF SERVICES  
KCSOS SERVICE PROVIDER AGREEMENT  
(Professional Development)**

Provide two professional development sessions for Transitional Kindergarten staff.

3 hours -Language & Literacy

3 hours - Math

Both sessions will include strategies for English language learners and students with special needs. Sessions will include materials for up to 30 participants.