FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

07865
Vendor Number

City of Fresno PARCS Department — **Vendor Name**
1515 E. Divisadero Street, Fresno, CA 93721 — ***Address***
(559) 621-7795 — ***Phone Number***
Georgeanne White — ***Vendor Contact***

From: 8/7/2023 **Through:** 6/7/2024
Term (Duration)

FUSD Contract Administrator:
Jeremy Ward/Connie Cha — *Name*
College & Career Readiness - E: (559) 248-7560 — *Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 060-various dept-2600-1981-4000-5899

Annual Cost $ 743,000.00 (Estimated Amount)

Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.* *Yes* ☑ *No* ☐

Scope of Work Summary:
City of Fresno PARCS Department will provide up to 29 trained staff to work with select Fresno Unified School District (FUSD) elementary After School Programs that receive program funds from the California Department of Education (CDE). The City of Fresno PARCS staff will provide services for the 180 instructional days on the FUSD 2023-2024 calendar in addition to 12 days of Professional Learning at billing rate of $28.38 per hour for a maximum of 4.5 hours per day or up to 6 hours per day on Professional Learning dates. Responsibilities include student supervision, physical fitness activities, and enrichment classes in the After School Program. City of Fresno staff will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, City of Fresno PARCS staff must meet same education requirements as After School Para

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 06/21/23 ***Will this contract be submitted with Bundled Contracts?*** Jun Bundle
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**
Signed *Date*

Reviewed & approved by **Risk Management**
Signed *Date*

Reviewed & approved by **Department Head**
Signed *Date*

Please return signed agreement back to (name/email) : Amy Cha; amy.cha@fresnounified.org

Revised 2/23/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 60-various dept-2600-1981-4000-5899

District Contact Person: Jeremy Ward/Connie Cha

Budget Manager Approval: _____

Contractor's Vendor Name: City of Fresno PARCS Department

Contractor's Contact Person: Georgeanne White

Contractor's Title: City Manager, City of Fresno Office of the Mayor & City M

Contractor's Telephone Number: (559) 621-7795

Contractor's E-mail: Georgeanne.White@fresno.gov

Contractor's Address: 2600 Fresno Street Fresno, CA, 93721

This Independent Contractor Services Agreement is made and entered into effective 8/7/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and City of Fresno PARCS Department ("Contractor").

1. Contractor Services. Contractor agrees to provide

City of Fresno PARCS Department will provide up to 29 trained staff to work with select Fresno Unified School District (FUSD) elementary After School Programs that receive program funds from the California Department of Education (CDE). The City of Fresno PARCS staff will provide services for the 180 instructional days on the FUSD 2023-2024 calendar in addition to 12 days of Professional Learning at billing rate of $28.38 per hour for a maximum of 4.5 hours per day or up to 6 hours per day on Professional Learning dates. Responsibilities include student supervision, physical fitness activities, and enrichment classes in the After School Program. City of Fresno staff will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, City of Fresno PARCS staff must meet same education requirements as After School Para Professionals in FUSD including maintaining a high school diploma, being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 8/7/2023 , and shall terminate on 6/7/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of $ 28.38 per hour , Not to exceed $ 743,000.00 . Checks will be made payable to City of Fresno PARCS Department . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☑ No, Vendor initial here _____

   a. Lodging _____ Actual cost of single occupancy. Not to exceed $100 per night. **Receipt Required.*

   b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. **Receipt Required.*

   c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies _____ As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $ 743,000.0(

   f. Other _____

6. Employment. Are you a current FUSD employee? ☐ Yes ☑ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☑ No

8. California Residency. Contractor is a resident of the state of California: ☑ Yes ☐ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: http://www.ppcpas.com/fresno-unified-fraud-alert. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials _____ District's initials _____

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

13. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph
13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

   i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

   ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

   iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.

    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

    The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials_____ District's initials _____

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: City of Fresno PARCS Departm

Name: Georgeanne White

Address:
2600 Fresno Street Fresno, CA, 93721

c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District
Patrick Jensen, Interim Chief Financial Offic

_____

_____
Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director

_____

_____
Date

CONTRACTOR

City of Fresno PARCS Department

_____
Name: Georgeanne A. White ***, Title:*** City Manager, City of Fresno

_____
Date