

Fresno Unified School District
Contract Summary 2015-16

- All Contracts for the 2015-16 school year will be “bundled” for submission to the Board for approval.
- Contracts should include all potential expenses for the entire 2015-16 school year so that addendums will not be necessary later in the year.
- Approval will be obtained from K-12 Supervisors and State & Federal Programs (if categorically funded) prior to submission for approval by the Board.
- Please fill in ALL information below

Is this the first time using this vendor for your school site or department? Yes No

SCHOOL/DEPARTMENT	SITE CONTACT	PHONE
VENDOR NAME		
CITY OF FRESNO PARKS, AFTER SCHOOL, RECREATION & COMMUNITY SERVICES (PARCS) DEPARTMENT		
DESCRIBE SERVICES TO BE PROVIDED		
PROVIDE SOFT SKILL JOB SERVICES TRAINING TO HIGH SCHOOL AGE YOUTH IN AN AFTER SCHOOL ENVIROMENT. STUDENTS WILL RECEIVE BOTH THEORETICAL AND PRACTICAL EXPOSURE TO INTERVIEWING AND PORTFOLIO BUILDING TECHNIQUES.		
CONTRACT AMOUNT		BUDGET #
\$ NOT TO EXCEED \$196,000		
CONTRACT START DATE		CONTRACT END DATE
August 17, 2015		June 30, 2016
SPSA NOTATION # (SINGLE PLAN FOR STUDENT ACHIEVMENT)		

Has this vendor signed the contract/agreement? Yes No

*If no, does the vendor sign the agreement after the Board Approval? Yes No

Principal/Dept. Head Approval _____
Signature Date

Please confirm the following before submitting to State & Federal Programs:

Is the contract attached? (Faxed or Scanned signatures will not be accepted)

Is the Approval Form Completed and Attached?

Attach this form to your completed
 “Independent Contract Approval and Agreement Fillable Form” (including
 vendor signature).
 Submit to: Tammy Townsend, State & Federal Programs (559) 457-3661
 Deadline: May 22, 2015

Fresno Unified School District Contract Approval Form

Vendor Name: City of Fresno PARCS Department 1515 E. Divisadero St., Fresno, CA 93721
Address

(559) 621-2900 Shaun Schaefer
Phone Number Vendor Contact

Term (Duration): August 17, 2015 *through* June 30, 2016

FUSD Contract
Administrator: Sally Fowler
Name

College and Career Readiness (559) 248-7530
Site/Department Telephone Number

Budget: _____
(Fund-Unit-Dept.-Activity-Object)

Annual Cost \$ 196,000 (Contract will not be authorized to exceed this amount w/o BOE approval)

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:
The City of Fresno Preparation Program (YJPP) provides students the tools needed to attain employment. Students participating in this program receive help and support in the job application process, employer interviews and work expectations. In addition, students also create a professional resume, reference list, a five year plan, as well as receive help in completing employment applications and the development of cover letters.

Date item is to appear on Board of Education Agenda: _____
(Contract of \$15,000 or more)

Review & approved by Cabinet Level Officer: _____
Signed

Reviewed & approved by Director, Risk Management: _____
Signed

Please return signed contract to: _____
Name Department Telephone

Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION:

School/Department:

Budget:

District Contact Person:

Budget Manager Approval: _____

Contractor Vendor Name: City of Fresno PARCS Department

Contractor's Contact Person: Shaun Schaefer

Contractor's Title: Community Recreation Supervisor II

Contractor Phone Number: (559) 621-2910

Contractor E-mail: Shaun.Schaefer@fresno.gov

Contractor Address: 1515 E. Divisadero St., Fresno, CA 93721-1115

Contractor's Taxpayer ID# or SSN#: 94-600338

This Independent Contractor Services Agreement is made and entered into effective August 17, 2015 (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:

The City of Fresno's Youth Job Preparation Program (YJPP) provides students the tools needed to attain employment. Students participating in this program receive help and support in the job application process, employer interviews and work expectations. In addition, students also create a professional resume, reference list, a five year plan, as well as receive help in completing applications and development of cover letters.

2. Contractor Qualifications. Contractor represents that is has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on August 17, 2015, and shall terminate on June 30, 2016. There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to Contractor at following rate of \$196,000 per year. 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) day of receipt of detailed invoice.
5. Incidental Expenses:
 - a. Lodging \$ 0 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals \$ 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner \$30.50. *Receipt Required.
 - c. Travel \$ 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies \$ 0 As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5 a – d): \$196,000
 - f. Other \$ 0
6. Contract will not be authorized to exceed \$15,000 with Board of Education approval.
7. CalPERS & CalSTRS. Are you a CalPERS or Cal STRS retiree: Yes No
8. California Residency. Contractor is a resident of the state of California Yes No
9. Conflict of Interest. Contractor does 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.
10. Termination of Agreement. Either District of Contractor may terminate this Agreement at any time for any reason upon 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.
11. Indemnity and Defense
Indemnity Obligations. DISTRICT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the DISTRICT, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), caused by the acts, omissions, or misconduct of DISTRICT or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by DISTRICT of governmental immunities including California Government Code section 810 et seq. CITY shall indemnify, hold harmless and defend DISTRICT and its agents, employees, Board of Trustees, members of the Board of Trustees from any and all loss, liability, fines, penalties,

forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), caused by the acts or omissions, or misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

In the event of acts, omissions, or misconduct on the part of DISTRICT and its agents, employees, Board of Trustees, members of the Board of Trustees, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

12. Insurance.

Required Insurance. Without limiting the indemnification of each party as stated herein, it is understood and agreed that DISTRICT and CITY shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers' compensation and employers liability as stated below. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement.

13. 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.
14. Worker's Compensation Insurance. Contractor agrees to provide all necessary worker's compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
15. Taxes. Contractor agrees that Contractor has no entitlements 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. In particular, 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.
16. 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.
17. 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.
18. 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.

19. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
20. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.
21. 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:

Paul Rosencrans
Purchasing Department
Fresno Unified School District
4498 N. Brawley Ave.
Fresno, CA 93722

Contractor:

Manuel A. Mollinedo
City of Fresno PARCS Department

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Address:
1515 E. Divisidero St.
Fresno, CA 93721-1115

22. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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

CONTRACTOR
City of Fresno, PARCS Department

Ruth F. Quinto, Deputy Superintendent/CFO

Manuel A. Mollinedo

Date

Date

Approved As To Form:

Andrew De La Torre, Director Benefits and Risk Management

Attorney

Date

Date

