

**CONTRACT NAME: AGREEMENT BETWEEN PLACER COUNTY OFFICE OF
EDUCATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is an agreement to continue consulting services that provide Positive Behavioral Intervention and Supports (PBIS) to DJUSD for the term July 1, 2018 through June 30, 2019. The elementary schools participating are Birch Lane, North Davis and César Chávez.

FISCAL IMPACT: The \$14,500 cost for these services is included in the approved budget.


Placer County Office of Education

360 Nevada Street, Auburn, CA 95603
 (530) 889-8020 ♦ Fax (530) 886-5841 ♦ www.placercoe.k12.ca.us

Gayle Garbolino-Mojica, County Superintendent of Schools

AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and Davis Joint Unified School District ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated September 7, 2018.

1.0 SCOPE OF SERVICES

PCOE shall provide specialized consulting services to Agency as described below or (in Attachment A).

2.0 FEES

Agency shall pay a maximum amount to PCOE of \$14,500 as full payment for all specialized services set forth herein as described in Attachment A.

3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by PCOE within the course and scope of this Agreement shall be specified below the property of:

- a. ☒ PCOE _____
- b. ☐ Agency _____
- c. ☐ Not Applicable _____

5.0 TERM

The term of this Agreement shall be from July 1, 2018, through June 30, 2019.

6.0 TERMINATION

Either party may terminate this Agreement by giving the other party at least thirty (30) calendar days written notice. In the event of the early termination of this Agreement, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

7.0 PAYMENT

PCOE will invoice Agency within thirty (30) calendar after services have been provided. Agency shall pay fees within thirty (30) after receiving an invoice from PCOE.

8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

9.0 STATUS OF CONSULTANT

The consulting services are being provided by PCOE salaried employee and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

10.0 CERTIFICATION

The Agency shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by PCOE on behalf of Agency. The Agency shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that PCOE prepares on behalf of Agency.

11.0 HOLD HARMLESS AND IDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS



Gayle Garbolino-Mojica

9/25/18

Date

AGENCY

Davis Joint Unified School District

Name of Agency

(Signature of Agency Representative)

Date

Title


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Gayle Garbolino-Mojica, County Superintendent of Schools

Attachment A – Fee Schedule

PCOE will provide Positive Behavioral Intervention and Supports to the following schools as outlined below.

| Davis Joint Unified School District PBIS Training Fees | | | | | | | | | |
|---|--------------|--------------------------|---------|-------------------------|---------|------------------------------|---------|-------------------------------|------------------|
| Training Dates | # of Schools | Tier I - Cost per school | Total | Tier II Cost per School | Total | Tier II Plus Cost per School | Total | Travel / Technical Assistance | Total |
| Day 1 9/18/18 Day 2 10/16/18 Day 3 12/04/18 Day 4 2/7/19 | 1 | \$4,500 | \$4,500 | | | | | \$1,000 | \$5,500 |
| Day 1 12/4/18 Day 2 1/29/19 Day 3 3/21/19 Day 4 4/3/19 | 1 | | | \$4,500 | \$4,500 | | | | \$4,500 |
| Day 1 9/19/19 Day 2 10/23/18 Day 3 1/24/19 Day 4 3/5/19 | 1 | | | | | \$4,500 | \$4,500 | | \$4,500 |
| Total Training Fee | | | | | | | | | \$ 14,500 |

Tier I Schools: Cesar Chavez Elementary

Tier II Schools: North Davis Elementary

Tier II Plus Schools: Birch Lane Elementary