

**CONTRACT NAME: AGREEMENT BETWEEN BOESE CONSULTING AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides DJUSD with consulting services related to the Federal Program Monitoring (FPM) Audit and Review during the 2019-20 school year.

**FISCAL IMPACT:** The term of this agreement shall be for the period commencing on August 1, 2019, and ending on January 31, 2020. The cost is included in the allocated budget.

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into on June 20, 2019, by and between **Davis Joint Unified School District** (herein after "District") and **Dr. Larry Boese of Boese Consulting** (herein after "Contractor").

WHEREAS the Contractor presents that he or she is specially trained, experienced, and competent to provide the special services and advice called for by this agreement, and

WHEREAS the LEA has determined that it has a need to enter into this Agreement with Contractor for the special services and advice described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. **EMPLOYMENT OF THE CONTRACTOR.** The District hereby engages Contractor, and Contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT.** The term of this Agreement shall be for the period commencing on August 1, 2019 and ending on January 31, 2020.
3. **COMPENSATION.** The LEA agrees to pay Contractor the amount of \$7,000 for the performance of all services rendered pursuant to this Agreement. Payments shall be made upon receipt and verification of Contractor's invoices for services delivered. Invoices shall not exceed one per month and should be submitted to the LEA Administrator, as stated in provision 5 below, for verification.
4. **SCOPE OF SERVICES AND AUDIT OF RECORDS.** Contractor shall keep designated LEA representatives fully informed as to the progress of the work and shall submit to LEA such oral and written reports as LEA may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination as the District may deem necessary. Contractor hereby agrees to perform the professional services set forth in Exhibit A, Scope of Work and Quote - Boese Consulting FPM Success Services for Davis Joint USD, attached hereto and incorporated herein by reference, to the satisfaction of the LEA.
5. **ADMINISTRATOR OF AGREEMENT.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For LEA:  
Davis Joint Unified School District  
526 B Street  
Davis, CA 95616  
Attention: Rody Boonchouy, Ed.D.  
Email: rboonchouy@djud.net

For Contractor:  
Boese Consulting  
8988 Pembridge Way  
Elk Grove, CA 95624  
Attention: Dr. Larry Boese, Principal  
Email: lboese@boeseconsulting.com

**6. STATUS OF CONTRACTOR.** It is agreed that the LEA is interested only in the results obtained from service hereunder and that the Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the LEA except as to the results of the work. Contractor Is, for all purposes arising out of this Agreement, an independent contractor, and neither Contractor nor its employees shall be deemed an employee of the LEA for any purpose. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any LEA benefits to which LEA employees are entitled, Including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.

**7. WORKER'S COMPENSATION.** Contractor agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Workers Compensation Act is filed against the LEA by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the LEA from such claims.

**8. ASSIGNMENT AND EMPLOYEE BENEFITS.** No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of the LEA, and without such consent all services here under are to be performed solely by Contractor, its officers, agents and employees. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement

**9. OWNERSHIP OF WORK PRODUCTS.** All products of work performed pursuant to this Agreement shall be the sole property of the LEA and no reproduction of any portions of the work product may be made in any form without the express written consent of the LEA. Work products pursuant to this Agreement to do include copyrighted or other materials developed by Contractor outside this Agreement but shared with the LEA as part of the professional services provided under this Agreement, which shall remain the sole property of Contractor.

**10. CONFIDENTIALITY.** Contractor shall hold in trust for the LEA, and shall not disclose to any person, any confidential information. Confidential information is information which Is related to the LEA's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation.

**11. USE OF MATERIALS.** Contractor shall advise LEA of any and all materials used or recommended for use by Contractor in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event Contractor shall fall to so advise LEA and as a result of the use of any programs or materials developed or used by Contractor under this Agreement, LEA should be found in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, the LEA against any action or claim brought by the copyright holder.

12. **INSURANCE. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at his or her expense carry adequate insurance to fully protect both the Contractor and the LEA from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. The Contractor agrees to indemnify and to hold free and harmless, the LEA, its officers, agents and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by neglect of the Contractor, its officers, agents or employees, in connection with the performance of this Agreement.

13. **TERMINATION FOR CAUSE.** LEA may terminate this Agreement and will be relieved of all obligations under this Agreement should Contractor fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the Contractor. LEA may terminate this Agreement for cause by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Contractor may terminate this Agreement and will be relieved of all obligations under this Agreement should the LEA fail to respond to a significant portion of the support and direction provided by the Contractor as an integral part of the services provided over an extended period. Contractor may terminate this Agreement for cause by giving written notice to LEA of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination of this Agreement, Contractor shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by LEA; all finished or unfinished documents prepared by Contractor shall become the property of the LEA; and Contractor hereby waives any and all claims for damages or compensation arising under this Agreement except as set forth herein.

14. **ATTORNEYS' FEES.** If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

15. **ALTERATIONS OR VARIANCE.** No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

CONTRACTOR

By: \_\_\_\_\_ Date  
Dr. Larry Boese, Principal, Boese Consulting

LEA

By: \_\_\_\_\_ Date  
Bruce Colby, Chief Business Officer



**Scope of Work and Quote**  
**Boese Consulting FPM Success Services**  
**For Davis Joint Unified School District**

Dr. Larry Boese of Boese Consulting (hereinafter referred to as Dr. Boese) will provide Davis Joint Unified School District (hereinafter referred to as the District) the following consulting services related the District’s Online Federal Program Monitoring (FPM) Review scheduled for January 13-16, 2019.

**Assistance with the following programs included in the District’s Online FPM Review:**

- ✓ Compensatory Education (CE) – Title I, Part A
- ✓ English Learners (EL) – Title III, Part A and related State requirements
- ✓ Supporting Effective Instruction (SEI) – Title II, Part A

**FPM Success™ Pre-Review Hands-On Workshop to be provided on-site during the week of August 19-23, 2019, which will cover:**

- *Identification of relevant documents* to address Program Instrument Item-related Evidence Requests for all programs in the LEA’s FPM review, to include:
  - FPM Evidence Request Detail spreadsheets for all 3 reviewed programs listed above, organized by Program Instrument Items and Sub-items
  - Review and discussion of the FPM Evidence Request Detail spreadsheets with district and school staff responsible for providing and uploading evidence documents to the California Monitoring Tool (CMT) for each of the 5 reviewed programs
- *Content review of selected key evidence documents* with district and school staff to determine if they address all legal requirements stated in all Program Instruments and Items (key documents to be agreed upon by District and Dr. Boese in advance of the Workshops)
- *Determining if systems, procedures, or practices need to be established* by the LEA or schools selected for each reviewed *program* to address legal requirements.

Dr. Boese will lead the FPM Pre-Review Hands-On Workshop, including use of the FPM Evidence Request Detail spreadsheets.

**Additional FPM Success™ Pre-Review Services - in advance of the 30-day deadline for submitting FPM evidence documents in the California Monitoring Tool (CMT)**

Including the assistance with the following from August 26, 2019, to December 14, 2019:

- *Identification of relevant documents* to address all Instrument Item-related Evidence Requests for all programs included in the LEA’s FPM review, to include:
  - Ongoing support through email and conference calls to clarify ambiguous Evidence Requests and documents to address them
  - Access to the District’s CMT at the Reviewer level
- *Content review of collected documents* to determine if they address all legal requirements stated in all Program Instruments and Items, including:
  - Initial review of documents sent as email attachments
  - Feedback on documents uploaded to the district’s CMT
- *Developing or revising documents* as needed to address all legal requirements contained in Program Instrument and Items

*As needed:*

- *Determining if systems, procedures, or practices need to be established* by the LEA or schools selected for each reviewed program to address legal requirements
- *Establishing, implementing, and documenting needed systems, procedures, or practices*

**FPM Success™ Lead-Up to Review Services – from the 30-day deadline to the start of the On-site FPM Review**

Including assistance with the following from December 14, 2019 to January 13, 2020:

- Responding to comments posted to CMT by FPM Program Reviewers requesting
  - additional documents needed, and
  - clarification or revision of previously uploaded documents
- Responding to reviewer comments regarding the implementation of required systems, procedures, or practices or adequate records of their implementation; and
- Any scheduled conference calls with FPM program reviewers and team leads to seek clarification on legal requirements of program instrument items.

**If Needed: FPM Success™ During-Review Services – from first to last day of Scheduled FPM Review**

Including assistance with the following from January 13 through January 16, 2020:

- Ensuring that the district has responded or will respond to all comments posted by FPM program reviewers regarding instrument items needing more evidence;
- Prioritizing items needing more evidence or clarification that can be addressed before the deadline for uploading additional documents to CMT;
- Revising documents as needed to address all relevant item requirements; and

- Implementing and/or adequately documenting legally required procedures and practices for reviewed programs that can be accomplished before the deadline for uploading additional documents to CMT.

Dr. Boese will provide the above FPM Success™ Pre-Review, Lead-Up to Review, and (If Needed) During-Review Consulting services to the District, including a Pre-Review Hands-On Workshop, not to exceed 69 hours of work, for a fee of \$6,900 and an additional fee of \$100 for Travel/Per-Diem Expenses. These consulting services will be provided in coordination with District administrators and staff assigned to its FPM review through:

- Ongoing Online communications by email,
- Online access to the District's CMT program,
- Conference calls on a periodic or as-needed basis, and
- On-site work at the District for up to two days, as needed throughout the contract period.

*If additional consulting services, including on-site assistance, are needed beyond 69 hours of work, additional time may be agreed up by both parties, at a rate of \$100.00 per hour, and any additional travel/per diem expenses beyond the FPM Pre-Review Hands-On Workshop.*

If this Scope of Work and Quote for \$7,000.00 for FPM Success consulting services and travel/per-diem expenses, as described above, is agreeable to the District, please draw up a Consulting Agreement Contract for our mutual signing. If there is a need to negotiate any of the above terms, please let me know as soon as possible.

Sincerely,

Larry Boese, Ph.D.  
Boese Consulting  
[lboese@boeseconsulting.com](mailto:lboese@boeseconsulting.com)  
(916) 690-6054