

CONTRACT NAME: COST RE-IMBURSEMENT AGREEMENT BETWEEN YOLO COUNTY HOUSING AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This Computer Learning Center Agreement states the roles of Yolo County Housing (YCH) and Davis Joint Unified School District (DJUSD). YCH will operate the Computer Learning Center at the Davis Migrant Center. DJUSD will reimburse YCH a certain portion of YCH's costs of operating the Computer Learning Center.

FISCAL IMPACT: The cost of this service is included in the approved 2019-2020 budget.

Computer Learning Center Cost Re-Imbursement Agreement-Year One

This Computer Learning Center Cost Re-Imbursement Agreement ("Agreement") is made and entered into by and between Davis Joint Unified School District ("DJUSD") and Yolo County Housing ("YCH"), as follows:

WHEREAS, approximately 50 K-12 students are enrolled in the Davis Joint Unified School District who also reside at the Davis Migrant Center from approximately mid-April to the end of October of each year ("Davis migrant students");

WHEREAS, YCH through the Davis Housing Authority will be providing certain facilities at the Davis Migrant Center described herein as the Computer Learning Center for:

- (a) Use by Davis migrant students to study and do homework, and their families for school-related business;
- (b) Use by tutors and teaching assistants to assist Davis migrant students with their studies and homework;
- (c) Other uses consistent with providing for the after-school educational needs of Davis migrant students;

WHEREAS, YCH personnel will operate, control, manage, and supervise the Computer Learning Center;

WHEREAS, DJUSD has agreed to reimburse YCH a certain portion of YCH's costs of operating the Computer Learning Center, as described herein

NOW, THEREFORE in consideration of the promises made herein and other good and valuable consideration, the parties agree as follows:

1. This Agreement sets forth the terms and conditions pursuant to which YCH will provide the services described herein at the Computer Learning Center ("CLC"), located in the community center at 31150 County Road 105, Dixon, CA 95620, (707)678-4048.
2. YCH shall supervise and manage the CLC during the hours of operation. YCH shall:
 - (a) Establish the hours of operation of the CLC;
 - (b) Establish the terms and conditions for use of the CLC;
 - (c) Operate, control, manage, and supervise the CLC.
3. YCH shall provide the services of one of its employees to act as the Coordinator at the CLC ("CLC Coordinator"). Nothing in this Agreement shall restrict or limit YCH's right to select, hire, and supervise its own employees (including but not limited to YCH's CLC Coordinator). While performing services at the CLC, YCH's employees (including but not limited to YCH's CLC Coordinator) shall at all times be subject to the ultimate control and direction of YCH.
4. This agreement shall apply to the following Time Period during which YCH shall provide these services:

(a) From September, 2019 to June, 2019, for a total of 28 weeks, at 10 hours per week (hereinafter referred to as the "Time Period").

5. YCH, in the performance of this Agreement, shall be and act at all times as an independent contractor. YCH understands and agrees that both YCH and its employees (including but not limited to YCH's CLC Coordinator) shall not be considered officers, employees, agents, partners, or joint ventures of DJUSD.

6. YCH further understands and agrees that both YCH and its employees (including but not limited to YCH's CLC Coordinator) shall not be entitled to compensation and/or benefits of any kind or nature from DJUSD and/or to which DJUSD employees are normally entitled, including but not limited to wages, salary, health insurance, vacation, leave of absence, sick leave, holiday pay, over-time pay, State Unemployment Compensation and/or Worker's Compensation. YCH shall also assume full responsibility for payment of all federal, state, and local taxes or contributions, including but not limited to unemployment insurance, social security and/or income taxes, with respect to its employees.

7. Nothing in this Agreement shall be construed as creating any other relationship between DJUSD and YCH, or between any employee or agent of YCH and DJUSD.

8. During the Time period described herein above, DJUSD agrees to reimburse YCH for a portion of the cost of operating the CLC at the rate of \$15.50 per hour for each hour that the CLC is open, but not to exceed 10 hours per week (i.e. \$155.00 per week). DJUSD shall make a lump sum payment in advance for cost-reimbursement to YCH for the Time Period, as follows:

(a) DJUSD shall pre-pay in advance to YCH a lump sum payment of FOUR THOUSAND THREE HUNDRED THIRTY DOLLARS (\$4,340) on or before September 30, 2019, representing twenty-eight (28) weeks at \$155.00 per week.

9. YCH shall keep accurate and complete records of the hours that the CLC is open and operated each week, and submit such records to DJUSD upon request. As described herein, YCH may deduct from DJUSD's pre-paid lump-sum payment the sum of \$15.50 for each such hour that the CLC is open and operated during a week, not to exceed 15 hours per week (i.e. \$155.00 per week).

10. YCH shall permit DJUSD and/or its auditor to audit, examine, and copy all books and records relating to the operation of the CLC, and the services and payments made pursuant to this Agreement (including but not limited to billing statements, invoices, records, and other data related thereto). YCH shall keep all records for a period of at least three years after final payment under this Agreement, which records may be subject to audit/examination by DJUSD, the State Auditor, and/or other appropriate governmental authorities.

11. YCH shall indemnify, defend and save harmless DJUSD, the Governing Board of Davis Joint Unified School District, each member of the Board, and their officers, agents, and employees from all claims of any kind arising out of and to the extent caused by the willful misconduct or negligent acts, errors, or omissions of YCH, its agents and/or employees (including but not limited to YCH's CLC Coordinator) in the performance of this Agreement, but excluding liability resulting from the negligence or intentional and willful misconduct of DUSO. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable under Workers'

Compensation acts, disability benefits acts, and/or other employee benefit acts. This indemnification obligation survives the termination of this Agreement.

12. DJUSD's financial obligations under this Agreement shall be limited to the payments expressly provided for in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based in contract or tort, for any special, consequential, punitive, emotional distress, indirect or incidental damages arising out of or in any way connected with this Agreement.

13. YCH is responsible for maintaining safety and security at the CLC. YCH shall comply with all DUSD rules and regulations pertaining to the safety and security of students at the CLC.

14. For each YCH employee (including but not limited to YCH's CLC Coordinator) performing services at the CLC, a U.S. Department of Justice Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to their commencement of service.

15. YCH and all of its employees (including but not limited to YCH's CLC Coordinator) shall maintain the confidentiality of all information received in the course of performing services at the CLC. This obligation of confidentiality includes, but is not limited to, maintaining the confidentiality of all information relating to students. This requirement to maintain confidentiality shall survive termination of this Agreement.

16. Any notice given under this Agreement shall be deemed to have been given, served, and received if given in writing and either; (a) personally delivered; (b) deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required; and/or (c) sent by email, addressed as follows:

DJUSD

Bruce Colby, CBOO

Davis Joint Unified School District 526 B Street Davis CA 95616 Tel: (530)757-5300

YCH

Lisa Baker, Chief Executive Officer Yolo County Housing (YCH) 147 W. Main Street

Woodland, CA 95695 Tel: (530) 669-2219

Email: lbaker@ych.ca.gov

17. The obligations of each party pursuant to this Agreement shall not be assigned by that party.

18. It is the policy of both parties that in connection with the services performed under this Agreement there be no discrimination against any person because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, gender identity, and/or age. Each party agrees to comply with applicable Federal and California laws, including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

19. The waiver by a party of any breach of any term, covenant, or condition of this Agreement not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
20. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any person, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement. The parties expressly intend that there be no third party beneficiaries to this Agreement.
21. This Agreement will terminate on June 12, 2020 ("Termination Date"). Notwithstanding the foregoing, either party may terminate this Agreement with or without cause, on 30 days' advance written notice to the other party.
22. The parties may extend this Agreement beyond the Termination Date by a writing signed by both parties. If the parties extend this Agreement beyond the Termination Date, it shall do so on a month-to-month basis, on the same terms and conditions as stated in this Agreement. In such case, each Time Period shall then be considered one month long.
23. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
24. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the Courts of Solano County, California.
25. This Agreement may be executed in multiple counterparts each of which will be deemed an original and all of which together shall constitute an Agreement. A copy shall have the same force and effect as an original.