

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

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between Placer County Office of Education and Davis Joint Unified School District to provide Positive Behavioral Interventions and Support (PBIS) trainings for Birch Lane Elementary School and Montgomery Elementary School.

The cost for this service is \$10,000 and is included in the District LCAP budget, Goal 4.

AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by Placer County Office of Education, "Consultant", is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of the Placer County Office of Education ("PCOE") and Davis Joint Unified School District("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated July 20, 2016.

1.0 SCOPE OF SERVICES

Consultant shall provide the following specialized consulting services to Agency: Positive Behavioral Interventions and Supports outlined in the Work Plan (see Attachment A for breakdown of yearly costs and additional fees for individualized makeup training dates as needed). These services to be provided by Consultant may be further described in Attachment A which is attached hereto and is incorporated herein by this reference.

2.0 FEES

Agency shall pay Consultant for all specialized services set forth herein for the amount as determined on Attachment A. Any reimbursement rate or amount for expenses such as travel, materials, copying etc. shall be described in Section 7.0 and further outlined on the fee schedule herein referred to as Attachment A. All fees for services and any reimbursement for expenses shall be paid directly to PCOE.

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 Consultant within the course and scope of this Agreement shall be as 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, 2016 through June 30, 2017.

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, Consultant 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 annually after first day of training for any specialized services rendered as outlined in Attachment A. Agency will pay PCOE within 30 days after receipt of invoice.

8.0 AMENDMENTS

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

9.0 INDEMNIFICATION


Both parties agree to indemnify and hold harmless each other, their agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other party and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with the party's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the party's its agents, officials, officers or employees.

10.0 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

8/8/16

Date

AGENCY – DAVIS JOINT UNIFIED SCHOOL DISTRICT

(Signature of Agency Representative)

Date

Title

