

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

BRIEF DESCRIPTION OF CONTRACT: This is an amendment to the August 22, 2017, agreement for consulting services previously executed by and between Davis Joint Unified School District and the Placer County Office of Education (PCOE). The original agreement is amended to reflect the addition of North Davis Elementary School. PCOE will provide Positive Behavioral Intervention and Supports to the school staff.

CONTRACT AMENDMENT – PCOE CONSULTING SERVICES

This amendment is hereby made part of the original "Agreement" for Consulting Services previously executed by and between Davis Joint Unified School District (Agency) and the Placer County Office of Education (PCOE), fully executed on August 22, 2017.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Effective December 11, 2017 "Attachment A" has been updated to reflect the addition of North Davis to existing contract increasing the original contract from \$10,000 to \$14,500.

All other terms and conditions that are not hereby amended are to remain in full force and.

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

PLACER COUNTY SUPERINTENDENT OF SCHOOLS


Gayle Garbolino-Mojica

1/9/18
Date

AGENCY – DAVIS JOINT UNIFIED SCHOOL DISTRICT

Authorized Signature

Date

Name and Title



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

Date: December 11, 2017

Attachment A – Fee Schedule

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

Davis Unifled School District - PBIS Training Fees								
		# of Schools	Tier I - Cost per school	Total	Tier II Cost per School	Total	Travel / Technical Assistance	Total
North Davis added 12/6/17	Training Dates Day 1 1/16/18	1	\$4,500	\$4,500		\$0		\$4,500
	Day 2 2/6/18							
	Day 3 2/27/18							
	Day 4 5/2/18							
Birch Lane Elem. Montgomery Elem.	Day 1 9/12/17	2			\$4,500	\$9,000	\$1,000	\$10,000
	Day 2 9/27/17							
	Day 3 10/24/17							
	Day 4 12/13/17							
Total Annual Training Fee								\$ 14,500


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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 June 20, 2017.

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 \$10,000 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, 2017, through June 30, 2018.

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

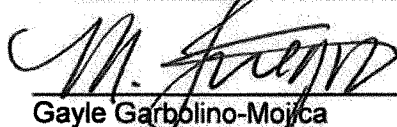
Each party agrees to indemnify, defend and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions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

12.0 ENTIRE AGREEMENT

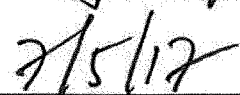
This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions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

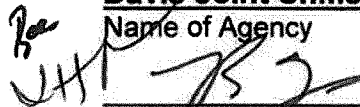


Date

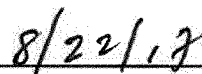
AGENCY

Davis Joint Unified School District

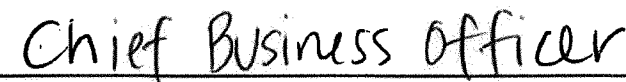
Name of Agency



(Signature of Agency Representative)



Date



Title

**Placer County Office of Education**

360 Nevada Street, Auburn, CA 95603

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Gayle Garbolino-Mojica, County Superintendent of Schools

Date: June 15, 2017**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	Travel / Technical Assistance	Total
Birch Lane Elem.	Day 1 9/12/17	2			\$4,500	\$9,000	\$1,000	\$10,000
Montgomery Elem.	Day 2 9/27/17							
	Day 3 10/24/17							
	Day 4 12/13/17							
Total Annual Training Fee								\$ 10,000