

**CONTRACT NAME: AGREEMENT BETWEEN PARTNERS IN LEARNING,
INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide classes and workshops to prepare Davis Adult Community & Education students for SAT examinations and K-12 Enrichment from September 14, 2018 through June 30, 2020.

FISCAL IMPACT: The cost of this agreement is included in the approved budget.



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

Dr. John Bowes
Superintendent

526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ www.djUSD.net

Partners in Learning, Inc.
17 Arboretum Drive, Suite H
Davis, CA 95616
530-753-9127
tutor@tutordavis.com

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made this 10th Day of December 2018, is by and between the Davis Joint Unified School District, hereinafter called the "DISTRICT" and The Partners in Learning, Inc., hereinafter called "CONSULTANT," a qualified consultant in providing classes and workshops in preparing for SAT examinations and for K-12 Enrichment.

The DISTRICT and CONSULTANT hereby agree as follows:

DESCRIPTION OF SERVICES:

CONSULTANT agrees to provide services to DISTRICT by providing prepared and qualified instructors to teach classes facilitated by Davis Adult and Community Education, as agreed upon by CONSULTANT and Davis Adult and Community Education.

TERM OF AGREEMENT:

The term of this contract shall be from September 24th, 2018 through June 30th 2020.

ASSIGNMENT/DELEGATION:

Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or affect whatsoever unless and until the other party shall have consented.

RELATIONSHIP OF COMPANY:

Partners in Learning (Partners) and its employees and/or contractors shall perform the provisions of this agreement as independent contractors and shall not be considered agents of Davis Joint Unified School District (DJUSD), nor shall Partners' personnel be considered employees of DJUSD. Nothing contained in this agreement shall be construed to (i) constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Partners acknowledges (a) that its employees and/or contractors are not entitled to any benefits accorded to DJUSD's employees, including workers'

Davis Adult & Community Education
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compensation, disability insurance, vacation, or sick pay, and (b) that they shall be responsible for providing their personnel with disability, workers' compensation, or other insurance.

COMPENSATION:

In consideration for the services to be provided by CONSULTANT, the DISTRICT agrees to pay CONSULTANT \$45/hour for each quarter for the duration of this agreement.

CONSULTANT shall be paid for 16 hours of teaching time for each quarterly session. Payment shall be made upon submittal of an invoice from CONSULTANT and after completion of services.

TERMINATION:

- a. DISTRICT may terminate this Agreement by giving thirty (30) calendar days written notice to CONSULTANT. In the event DISTRICT elects to terminate the Agreement without cause, it shall pay CONSULTANT for services rendered to such date.
- b. If either party fails to perform any of its obligation hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive payment for all services satisfactorily rendered, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by DISTRICT by virtue of any breach of the Agreement by CONSULTANT.

ATTORNEY FEES:

Should any litigation, to include arbitration proceedings, be commenced between the parties hereto concerning any provision(s) of this contract, or the rights or obligations of either in relation thereto, the party prevailing in any such litigation shall be entitled, in addition to any other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation or in the separation action brought for that purpose.

ARBITRATION:

Should either party breach this contract, any dispute shall be submitted to binding arbitration and the prevailing party will be entitled to reasonable fees and costs in any arbitration to enforce the terms of the agreement.


INDEMNIFICATION:

Insofar as permitted by law, Davis Joint Unified School District (DJUSD) shall assume the defense and hold harmless Partners In Learning, Inc. (Partners) and/or any of their officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees, arising out of its performance under the terms of this agreement.


Insofar as permitted by law, Partners shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of (organization name), their officers, agents or employees, arising out of their performance under the terms of this agreement.

FINGERPRINTING:

Partners In Learning, Inc.'s (Partners) employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Partners shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Partners shall provide Davis Joint Unified School District (DJUSD) with a list of names of employees who may come into contact with students and must certify in writing to the DJUSD that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. DJUSD may request the removal of an employee from a DJUSD site at any time. Failure to comply with any of the provisions of this section may result in termination of this Agreement.



Davis Joint Unified School District



Consultant
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