



CALIFORNIA
**Teaching
 Fellows**
 FOUNDATION

Independent Contractor Agreement

Program: Glacier Point Middle School AVID (FY 17/18)
Cover

DISTRICT

District: Central Unified School District ("District")
 CDS Code: 10 73965 0000000
 Attn: Paul Birrell, Director 7-12 & Adult School Education
 Address: 4605 N. Polk Ave
 Fresno, California 93722-5334

CONTRACTOR

California Teaching Fellows Foundation ("Contractor")
 EIN: 20-0359353
 Attn: Mike Snell, Chief Executive Officer
 Address: 575 East Locust Avenue, Suite 302
 Fresno, California 93720-2928
 Phone: (559) 224-9200
 Email: mike@ctff.us

CONTRACT TERM ("Contract Term")

"Effective Date": September 01, 2017.
 "Termination Date": June 30, 2018.

TERMINATION DURING CONTRACT

Ground for termination:

- With cause.
- With or without cause.

"Notice Period": At least 30 days before the Termination Date of this agreement.

CONTRACT AMOUNT AND PAYMENT SCHEDULE (see Article 2). The District shall pay the Contractor the Contract Amount stated below pursuant to the following "Payment Schedule" (mark one and complete as indicated):

- PAYMENT SCHEDULE 1 – FIXED INSTALLMENT PAYMENT: USD __ per day, the sum of all payments shall equal the "Contract Amount" of USD __. The Contractor shall submit to the District each invoice for payment monthly/quarterly/annually in accordance with Article 2.
- PAYMENT SCHEDULE 2 – RATE/NOT TO EXCEED CONTRACT AMOUNT (COST-PLUS PERCENTAGE): Services that the Contractor performs in accordance with this agreement, to be billed pursuant to the schedule attached as Exhibit 1 and the sum of which shall not exceed the "Contract Amount" of USD \$7,887.36. The Contractor shall submit to the District each invoice for payment monthly in accordance with Article 2.
- PAYMENT SCHEDULE 3 – ENTIRE CONTRACT AMOUNT/COMPLETION OF ALL SERVICES: The entire **Contract Amount** of USD _____, the invoice for payment of which the Contractor shall submit to the District within 30 days of the date on which the Contractor completed all Services in accordance with this agreement.

CONTRACTOR OBLIGATIONS. Unless specifically stated otherwise on this Cover, the Contractor shall provide all labor, materials, equipment, and transportation necessary to perform all obligations required of the Contractor as set forth elsewhere in this agreement and the following "Services":

WHAT SERVICES WILL CONTRACTOR PROVIDE:

- AFTER SCHOOL PROGRAMMING (enter the number of Teaching Fellows being provided under this agreement): ___ Teaching Fellows to operate an after school program at the Site(s), consistent with the guidelines established by the California Department of Education for Expanded Learning programs. The Contractor shall provide staff, management, and volunteer recruitment for the Site(s). The Contractor shall work collaboratively with the District on operational management and evaluation.
- MORNING PROGRAMMING (enter the number of Teaching Fellows being provided under this agreement): 3 Teaching Fellows to provide general academic assistance for District students at the Site(s). The Contractor shall provide staff, management, and volunteer recruitment for the Sites. The Contractor shall work collaboratively with the District on operational management and evaluation.
- SUMMER LEARNING PROGRAMMING (enter the number of Teaching Fellows being provided under this agreement): ___ Teaching Fellows to operate a summer learning program at the Site(s), consistent with the guidelines established by the California Department of Education for Expanded Learning programs. The Contractor shall provide staff, management, and volunteer recruitment for the Site(s). The Contractor shall work collaboratively with the District on operational management and evaluation.
- COMPREHENSIVE PROGRAM SUPPORT: (1) subject to the terms and conditions set forth in Section 1.2, Subsection (a), provide the District with timely substitutes and replacements; (2) receive and process time sheets, distribute payroll, and administer any fiscal reimbursement to Teaching Fellows; (3) assist Teaching Fellows with fingerprinting, TB skin testing, and all other requirements for work in Expanded Learning programs; (4) provide on-site training, coaching, mentoring, and other technical assistance, to Teaching Fellows, in the areas of professional development and expanded learning pedagogy; (5) continuously supervise and monitor its Teaching Fellows' implementation of the Services; and (6) maintain service agreements with each of the District's Sites that are subject to this agreement.
- TEACHING FELLOWS ACADEMY (enter the number of hours of professional development being provided under this agreement): 36 hours of professional development, per Teaching Fellow, in the form of monthly workshops, conferences, or trainings, at locations to be determined by the Contractor.
- OTHER (describe the services and enter the number of Teaching Fellows being provided under this agreement): _____.

WHEN WILL CONTRACTOR PROVIDE THE SERVICES (mark one and complete as indicated):

- DATE AND TIME DETERMINED: The Contractor will perform the Services during the Contract Term on those dates that the District is in session, during the following hours (state program hours):
_____ a.m. (program start) and _____ p.m. (program end) (the "Program Hours").
- DATE AND TIME TO BE DETERMINED: The Parties' staff will coordinate and schedule the particular date(s) on which the Contractor shall perform the Services, such date(s) to be between (state a range of dates): During the Contract Term.

WHERE WILL CONTRACTOR PROVIDE THE SERVICES (state full address(es), and add addresses as necessary and number accordingly) (collectively the "Site" or the "Site(s)"):

1. Glacier Point Middle School, located at 4055 N Bryan Ave, Fresno, CA 93723; and
2. Any other locations that the Contractor agrees and the District requests.

FULL NAME(S) OF THE CONTRACTOR STAFF WHO MUST PERFORM THE SERVICES (*leave blank if none designated*):

THE DISTRICT'S OBLIGATIONS. The District shall perform all obligations required of the District as set forth elsewhere in this agreement and the following (*leave blank if no additional obligations*):

REQUIRED DOCUMENTS (see Section 1.4). The Contractor shall provide the District each "Required Document" marked below:

- Insurance marked below and complying with Article 5, written proof of which the Contractor shall provide to the District when the Contractor delivers this agreement signed by the Contractor and before the Contractor commences any Services (*mark each required*):
 - Commercial general liability with endorsement as required in Section 5.2.
 - Workers' Compensation and employer's liability.
 - Commercial auto liability if the Contractor operates any vehicle(s) to perform the Services.
- Taxpayer Identification Number Request (W-9).

REQUIRED CERTIFICATION. The Contractor shall maintain, but shall not be required to provide, documentation of each "Required Certification" marked below, and at the written request of the District, provide reasonable assurances in support thereof:

- Fingerprinting and Criminal Background Check Certification ("**Fingerprinting Certification**"), which the Contractor must obtain before the Contractor commences any Services.
- Tuberculosis Certification ("**TB Certification**"), which the Contractor must obtain before the Contractor commences any Services.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this agreement, the Contractor and the District, separately referred to as a "**Party**" and collectively as the "**Parties**," have reviewed and understand and hereby enter into this agreement. Unless the context requires otherwise, any reference to a Party in this agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this agreement on behalf of a Party represents that he or she is authorized to execute on behalf of and to bind the Party to this agreement.

[SIGNATURE PAGE FOLLOWS]

CONTRACTOR

Date: 8/17/17

By: 
Mike Snell
CEO

DISTRICT

Date: _____

By: _____
Mark G. Sutton
Superintendent, or His Authorized Designee

General Terms and Conditions

These General Terms and Conditions contain the following Articles:

- Article 1. Scope of Services and Obligations
- Article 2. Payment
- Article 3. Independent Contractor Status
- Article 4. Term, Termination of Agreement, and Suspension of Services
- Article 5. Taxes and Liability Insurance
- Article 6. Loss Payment (Also Known As Indemnification)
- Article 7. Proprietary Information
- Article 8. Miscellaneous Provisions
- Article 9. Definitions

Terms with initial capital letters shall have the respective meanings set forth in this agreement.

Article 1 SCOPE OF SERVICES AND OBLIGATIONS

1.1 **Purpose.** By this agreement, the Parties desire to set forth the terms and conditions upon which the Contractor shall provide, and the District shall compensate the Contractor for, performance of those obligations required of the Contractor under this agreement, and to set forth the Parties' rights and obligations relating to this agreement.

1.2 **Contractor obligations.** The Contractor shall provide the Services set forth on the Cover. Unless stated otherwise on the Cover, in which case such provisions shall apply to the extent provided therein, the Contractor is solely responsible for:

- (1) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for the Contractor to perform this agreement;
- (2) the acts and omissions of the Contractor's officers, employees, agents, and any other persons who the Contractor retains to perform this agreement; and
- (3) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of the Contractor's officers, employees, agents, any persons who the Contractor retains to perform this agreement, and to any officers, employees, agents, students, or invitees of the District.

(a) Comprehensive Support Services.

(i) *Substitute and replacement Teaching Fellows.* In the event a Teaching Fellow is absent, the Contractor shall provide a replacement in a reasonably timely manner. Such an absence may be temporary (for example and not as a limitation, due to illness, due to a personal scheduling conflict) or permanent (for example and not as a limitation, due to dismissal, resignation, or transfer to a different campus). The Contractor shall communicate with Teaching Fellows regarding placement, hours, payments, and procedures.

(ii) *Cancellation of a Teaching Fellow's participation in the Services.* The District hereby reserves the right to cancel a Teaching Fellow's participation in the Services at any of the Sites. Cancellation by the District is not required to terminate the at-will employment relationship between a Teaching Fellow and the Contractor. The Contractor hereby reserves the right to terminate the at-will employment relationship between a Teaching Fellow and the Contractor. The District shall have no right to terminate the at-will employment relationship between a Teaching Fellow and the Contractor.

1.3 **Compliance with applicable laws and grant.** Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this agreement, and all Law that it agreed to comply under this agreement (referred to collectively and separately as "**Applicable Law**" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted

herein; however, if any conflict or inconsistency exists between a provision in this agreement and an Applicable Law, the provision in this agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this agreement and all Law and requirements applicable to such grant.

1.4 Records and information.

(a) Required documents. The Contractor shall provide to the District each Required Document marked on the Cover, each of which is incorporated into and constitutes a part of this agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Contractor shall promptly notify in writing or submit to the District the corrected, updated, or effective Required Document. If the Contractor refuses to provide any Required Document or corrected, updated, or effective version thereof, the District shall not have the right to withhold payment of any or all of the Contract Amount.

(b) Confidential records and information. If any document or information (for example and not as a limitation, employee or student record) that are subject to nondisclosure or protection under federal or California laws (collectively and separately "**Confidential Material**") are provided to or created by the Contractor for or pursuant to this agreement, the Contractor shall: (A) not release, disseminate, publish, or disclose the Confidential Material except as required by law or a court order, as this agreement may permit, or as the District, through its contact person listed on the Cover or other designated District staff, may authorize in writing; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to the Contractor's performance of this agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this agreement.

(c) Record retention, inspection, and audit. The Contractor shall maintain accurate books and records of all Services provided under, amounts billed pursuant to, and all documents required of the Contractor under this agreement for three years after the date on which this agreement terminates and make them available to the District for review, audit, or copying, upon the District's written request. The provisions of this Subsection shall survive the termination of this agreement.

Article 2 PAYMENT

2.1 **Contract Amount.** As full consideration and compensation for the Contractor's performance of this agreement, the District shall pay the Contractor the Contract Amount.

(a) District reimbursement. If the District is required to reimburse the Contractor for expenses that the Contractor incurred in performing this agreement, such expenses must be related to the Services that the Contractor performed and reasonable in amount (for example, no first class airplane ticket) and do not include any cost for alcohol.

2.2 **Payment schedule, deduction, and release.** The Payment Schedule, as marked on the Cover and stated here, shall apply to the District's payment of the Contract Amount to the Contractor:

(a) Payment Schedule 1 or 2. The District shall pay the Contractor within 30 days after:

- (1) the Contractor has completed, in accordance with this agreement, the Services required of the Contractor for the period for which the Contractor requests payment; and
- (2) the District has received the Contractor's invoice describing the Services that the Contractor completed and the payment requested.

(b) Payment Schedule 3. The District shall pay the Contractor within 30 days after:

- (1) the Contractor has completed, in accordance with this agreement, all Services required of the Contractor; and
- (2) the District has received the Contractor's invoice stating that the Contractor has completed all Services, the date on which all Services were completed, and the payment requested.

(c) Release. Regardless of the Payment Schedule that applies to this agreement, the Contractor's acceptance of any payment under this agreement shall not constitute a release of all claims and liabilities that the Contractor has or may have against the District for any additional payment for the Services, and/or matters, for which the payment was made.

2.3 **Billing**. The Contractor shall invoice the District for Services rendered during the prior month.

2.4 **Benefits and Insurance**. The Contractor shall not be entitled to any benefit which may be provided to any employee of the District, such as paid sick leave, holiday pay, vacation pay, or health, dental, life or disability insurance. Furthermore, the Contractor understands and agrees that the Contractor is not eligible to receive workers' compensation benefits in the event an injury, illness, or accident occurs while the Contractor or its employees are performing the Services for the District.

2.5 **Remittance address**. The remittance address shall be: CALIFORNIA TEACHING FELLOWS FOUNDATION, 575 EAST LOCUST AVENUE, SUITE 302, FRESNO, CALIFORNIA 93720-2928.

Article 3 INDEPENDENT CONTRACTOR STATUS

3.1 **Independent contractor engagement**. The District hereby retains the Contractor to perform the Services described in the Cover of this agreement, as well as such other projects and assignments that the District may assign and the Contractor may accept during the Contract Term.

3.2 **Independent contractor status**. The Contractor and its officers, employees, and agents, shall perform this agreement as an independent contractor and not as an officer, employee, or agent of the District. The Contractor shall have sole control over the manner and means (i.e., details) of performing the Services.

(a) Nothing in this agreement or in any subsequent modification hereto should be interpreted to create any relationship of employer/employee, principal/agent, partnership, or joint venture.

(b) The Contractor shall not have authority to obligate, commit, or bind the District in any manner whatsoever.

3.3 **Standard**. The Contractor shall perform the Services in a competent and professional manner.

Article 4 TERM, TERMINATION OF AGREEMENT, AND SUSPENSION OF SERVICES

4.1. **Contract Term**. This agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any written extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 4.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party.

4.2. **Termination during the Contract Term**. During the Contract Term, this agreement may only be terminated pursuant to the following:

(a) Cause or Without Cause. A Party may terminate this agreement as marked on the Cover:

(i) *With or Without Cause.* A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or

(ii) *With Cause.* A Party may terminate this agreement only upon the other Party's material breach of one or more provisions of this agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.

(b) Rights and obligations upon termination. Upon termination of this agreement during the Contract Term, the following shall apply and survive the termination of this agreement:

- (1) the District shall pay the Contractor only for Services that the Contractor is required to perform, and has performed in accordance with, this agreement before the effective date of termination;
- (2) the Contractor shall submit an invoice within 30 days of the effective date of termination; and
- (3) Article 2 shall apply to the Contractor's invoice and the District's payment under this Subsection.

4.3. **Suspension of services.** Despite any contrary provision in this agreement, the District shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term by providing written notice to the Contractor at least 15 days before the date on which the suspension, delay, or interruption is to begin, and stating the beginning and ending dates thereof ("**Suspension Period**"). Unless the Parties agree otherwise in writing, the following shall apply upon the District's exercise of the rights under this Section:

- (1) the Contractor shall suspend, delay, or interrupt such Services as stated in the District's notice but shall continue to perform all other Services;
- (2) the Contractor shall not be entitled to any compensation for Services that the Contractor would have been required to perform under this agreement but did not perform during the Suspension Period, and the Contract Amount shall be adjusted to deduct the amount of such compensation and such adjustment shall be set forth in an amendment executed by the Parties;
- (3) the Contractor shall not be entitled to any damage, loss, or cost arising out of, resulting from, or relating to the District's exercise of its right under this Section or the Suspension Period;
- (4) the Contractor shall resume performance of the suspended Services on the next business day following the last day of the Suspension Period; and
- (5) the Contract Term shall remain the same.

4.4. **Force Majeure.** A Party is not liable for failing to perform or delaying performance of this agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse the District's payment to the Contractor of any portion of the Contract Amount that is due to the Contractor where the Contractor has performed, in accordance with this agreement, the Services for which payment is requested, and submitted an invoice. The Contractor shall not receive any payment for Services that the Contractor did not perform during the period in which the Force Majeure occurred.

Article 5 TAXES AND LIABILITY INSURANCE

5.1 **Taxes.** The Contractor shall be solely responsible for, and the District's shall have no obligation to withhold or pay, any income, social security, unemployment, disability, or other taxes on amounts due or payable under this agreement.

5.2 **Liability Insurance.** The Contractor shall secure and maintain, at its sole cost and expense during the Contract Term, a comprehensive general liability policy using an

occurrence policy form with combined single limit of USD 1,000,000, with a USD 3,000,000 aggregate limit. The Contractor shall name the District as an additional insured on the policies by endorsements that shall be attached to this agreement as proof of insurance. The Contractor shall forward copies of such endorsements to the District within 10 days following execution of this agreement. Written notification by the carrier(s) to the District, at least 30 days prior to cancellation, failure to renew, or other changes in coverage, is required. The insurance provided under the Contractor's policies shall be primary, and any insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with the insurance required under the terms of this agreement.

Article 6
LOSS PAYMENT (ALSO KNOWN AS INDEMNIFICATION)

6.1 In general. The Contractor must pay the District for any loss of the District that is caused by the Contractor's negligence or intentional misconduct. But the Contractor is not required to pay to the extent that the loss was caused by the District's negligence or intentional misconduct.

(a) "**Loss**" means an amount or amounts that the District is legally responsible for or pays in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages.

6.2 The District's duty to notify. The District must notify the Contractor before the tenth business day after the District knows or should reasonably have known of a claim for a loss that the Contractor might be obligated to pay. The District's failure to give timely notice does not terminate the Contractor's obligation, except to the extent that the failure prejudices the Contractor's ability to defend the claim or mitigate losses.

6.3 Legal defense of a claim. The District has control over defending a claim for a loss (including settling it), unless:

- (1) the Contractor elects to control the defense as described below; or
- (2) the District directs the Contractor to control the defense.

(a) Upon receiving notice of a claim for a loss, the Contractor may take control of the defense by notifying the District. If the Contractor takes control, each of the following applies:

- (3) the Contractor may choose and retain legal counsel; and
- (4) the District may retain its own legal counsel at its expense.

(b) The Contractor shall not settle any litigation without the District's written consent if the settlement imposes a penalty or limitation on the District, admits the District's fault, or does not fully release the District from liability.

6.4 Good faith. The District and the Contractor shall cooperate with each other in good faith on a claim.

6.5 No exclusivity. The District's rights under this Article do not affect other rights that the District might have.

Article 7
PROPRIETARY INFORMATION

7.1 Proprietary information and intellectual property. The District agrees that all trade secrets, patents, copyrights, and other proprietary information, as well as any inventions, discoveries, and improvements, that the Contractor and its officers, employees, and agents, create or contribute to during the course of rendering services to the District, are the sole property of the Contractor, and the District hereby assigns and transfers all right, title, and interest it may

have in any such trade secrets, patents, copyrights, proprietary information, inventions, discoveries, and improvements.

**Article 8
MISCELLANEOUS PROVISIONS**

8.1 **Construction and severability.** No provision of this agreement is to be construed against any party merely because that party or its attorney drafted or revised the provision in question. The provisions of this agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable.

8.2 **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. To be valid, any document signed by the Contractor in accordance with this Section must be signed by an officer of the Contractor authorized to do so by the Contractor's board of directors.

8.3 **Governing law.** This agreement is governed by the laws of the State of California.

8.4 **Distribution.** Copies of this agreement have been distributed as follows:

- (1) the "Original Copy" to the Contractor's accounting department;
- (2) the "First Copy" to the District; and
- (3) the "Second Copy" to the Contractor.

**Article 9
DEFINITIONS**

9.1 **"Teaching Fellow"** means one of the Contractor's line staff members that functions as either a tutor, assistant site coordinator, or site coordinator at the District's Site(s).

QUOTE



PROJECT INFORMATION

Attention: Heather Kuyper McKeithen
Title: Principal
Client: Central Unified School District
Address: 4055 N. Bryan Ave
City, State, Zip: Fresno, CA 93723
Date: 8/9/2017

Project Title: Glacier Point AVID
Effective Date: 09/05/2017
Termination Date: 06/01/2018
Term:
Tax ID: 20-0359353

PROJECT DETAILS

Item No.	Qty	Description	Unit Price	Other Hours	Total Hours	Cost per TF	Total Cost
1		Site Lead					
2		Assistant Lead					
3	3	Line Staff 1	\$13		158	\$2,629.12	\$7,887.36
4		Line Staff 2					
5		Line Staff 3					
6		Program Administration					
						Total	\$7,887.36

Teaching Fellows provides the following: administration, planning, recruitment, coordination, placement, field supervision, staff development, liaison with district, timesheets, etc. Total cost field includes hourly wages, insurances, and employee taxes.

Quote Notes:

3 Teaching Fellows working Monday - Friday 1 hour a day (158 days).

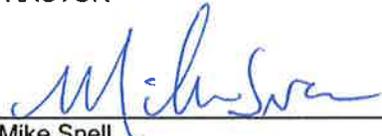
Sincerely yours,

Mike Snell, CEO

Reviewed & approved.
[Signature]

CONTRACTOR

Date: 8/17/17

By: 
Mike Snell
CEO

DISTRICT

Date: 8/18/17

By: 
Mark G. Sutton
Superintendent, or His Authorized Designee