

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

Purchase Order No.

The number below MUST appear
on all invoices, pkgs., etc.

181939

Order Date: 09/07/2017

(559) 274-4700 FAX: ()

Invoice To:

Ship Prepaid To:

CENTRAL UNIFIED SCHOOL DISTRICT 0005 - MADISON ELEMENTARY
ACCOUNTS PAYABLE(559-274-4700) D. FREITAS 559-276-5280x56118
4605 N POLK 330 S BRAWLEY
FRESNO CA 93722-5334 FRESNO CA 93706-0000

TO: VE# 1039 FAX# (559) 265-3082 Phone# (559) 265-3080

FCSS
1111 VAN NESS AVE
FRESNO CA 93721-0000

Remit To:

FCSS
1111 VAN NESS AVE
FRESNO CA 93721-0000

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	MADISON - SAFE SCHOOL AMBASSADOR TRAINING COST SPSA ELA GOAL PG. 35	\$0.00	\$0.00
1	Each	CONTRACT AMOUNT "SPECIFIC" PO - VALID UNTIL JUNE 30, 2018 INV. NOT TO EXCEED PO AMOUNT NOTE: VENDOR MUST CHECK-IN AT MAIN OFFICE **FREIGHT DELIVERIES BY APPT ONLY** DELIVERIES NOT SHIPPED TO "SHIP PREPAID" ADDRESS ABOVE WILL BE REFUSED.	\$1,000.00	\$1,000.00
			Sub Total:	\$1,000.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$1,000.00

Requested By:	DEE FREITAS	Authorized By:	tt	Requisition #:	182102
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Fu---Re---Y-Gl---Fn---Ob-----Si--RP---Mg
0100-07090-0-1110-1000-580000-005-0005-0005

Amount
\$1,000.00

1. If unable to fill order or invoice exactly in accordance with description, unit and price heron, do not ship. Advise us.

2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.

3. Orders not received on date specified may be cancelled by us.

4. Goods subject to our inspection on arrival.

5. There must be a separate invoice for each purchase order.

6. On orders F.O.B. Shipping Point prepaid shipping charges add to invoice, and attach paid freight bill as evidence of prepayment charges.

7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with all grounding requirements.

Approved

SEP 08 2017

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the D.I.R. pursuant to Labor Code section 1725.5
No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.



PROGRAM SERVICES AGREEMENT ("Agreement")
Safe & Healthy Kids

COVER PAGE

A. "Agency" and Address/Contact Information: Central Unified School District Attn: Mark G. Sutton 5652 W. Gettysburg Fresno, CA 93722 Phone No.: (559) 274-4700 FAX No.: (559) 271-8200 Email Address:		B. "FCSS" and Address/Contact Information: Fresno County Superintendent of Schools Attn: Randy Mehrten, Senior Director, Safe & Healthy Kids Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721-2000 Phone No.: (559) 265-3066 FAX No.: (559) 497-3704 Email Address: rmehrten@fcoe.org	
C. "Contract Effective Date": October 23, 2017	D. "Contract Termination Date": June 30, 2018	E. "Contract Amount" (see Att. 1, Art. 2 and each attached Program Schedule): \$ 1,000.00	
F. Program: FCSS will provide each Program marked below (mark each required and attach Program Schedule): <input type="checkbox"/> Dare to Dream <input type="checkbox"/> Leadership Academy <input checked="" type="checkbox"/> Safe School Ambassador <input type="checkbox"/> Other			
G. Insurance required of Parties (see Att. 1, Art. 4), written proof to be provided only if requested by other Party: 1. Commercial general liability 2. Commercial auto liability 3. Workers' compensation and employer's liability			

This Agreement is entered into by and between FCSS and Agency, each referred to separately as a "Party" and collectively as the "Parties". Unless specifically stated or the context requires otherwise, any reference to a Party shall include its governing body, officers, employees, and agents.

1. **Contract Term.** This Agreement shall commence on the Contract Effective Date and shall continue in full force and effect thereafter until and including the Contract Termination Date ("Contract Term"), unless this Agreement is terminated during the Contract Term as provided in Article 3 of Attachment 1 to this Agreement.

2. **Agreement Documents.** This Agreement contains and consists of the following:

- 2.1 Cover Page
- 2.2 Attachment 1 - General Terms and Conditions
 - Article 1: Scope of Services and Obligations
 - Article 1A: Additional Terms and Conditions
 - Article 2: Payment
 - Article 3: Termination of Agreement
 - Article 4: Insurance
 - Article 5: Indemnity and Defense
 - Article 6: Dispute Resolution
 - Article 7: General Provisions
- 2.3 Program Schedule(s)

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the Parties, intending to be legally bound, agree as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

AGENCY

FCSS


By: 

By: _____

Print Name: Mark G. Sutton

Jim Yovino, Superintendent
or Authorized Designee

Title: Superintendent, Central Unified School District



ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS. The scope of services and obligations under this Agreement shall include those set forth in each Program Schedule that is completed and included as a part of this Agreement and this Attachment. The Dare to Dream Program, Leadership Academy, Safe School Ambassador Program, and Other Program is each referred to as "**Program**". Each student who is participating in a Program is referred to as "**Student**". The date(s) for any Program may be changed by a writing signed by the Parties' contact persons listed on the Cover Page or his or her designee.

ARTICLE 1A ADDITIONAL TERMS AND CONDITIONS

Section 1A.1 Use and Handling of Confidential Records and Information. If Confidential Materials are provided to or created by a Party under this Agreement, the Party receiving or creating the Confidential Material shall: (1) not release, disseminate, publish, or in any manner disclose the Confidential Materials, except as required by law or a court order, as may be permitted by this Agreement, or as the other Party may authorize in writing; (2) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (3) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. "**Confidential Materials**" means all documents and information that federal and/or California laws prohibit from being disclosed, or are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Agreement.

Section 1A.2 Work Product and Intellectual Property Rights. Except as provided in the Safe School Ambassador Program Schedule, FCSS is the author of any data, graphic display, material, and work that FCSS develops, originates, prepares, and/or provides to Agency under this Agreement (collectively "**Work Products**") and retains all rights, including the copyright on the Work Products. Agency shall have the non-exclusive right to use the Work Products that FCSS provides for a Program only during the Program.

ARTICLE 2 PAYMENT. Compensation to FCSS under this Agreement shall be in accordance with each Program Schedule that is completed and included as a part of this Agreement. Upon termination of this Agreement, Agency shall pay FCSS for all Programs that FCSS provided before the effective date of termination, such payment to be made within 30 days of the effective date of termination and Agency's receipt of an invoice from FCSS.

ARTICLE 3 TERMINATION OF AGREEMENT.

Section 3.1 Grounds for Termination. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, 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 provided the breaching Party with at least 30 days written notice before the effective termination date and an opportunity within the 30 days to cure the material breach.

Section 3.2 Force Majeure. A Party shall not be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay and the Party seeking relief has notified the other Party in writing of the occurrence of the Force Majeure Event, except that Agency's failure to pay the Contract Amount shall not be excused by any Force Majeure Event where FCSS has performed the required Program(s) in accordance with this Agreement. A "**Force Majeure Event**" shall mean events or circumstances that are beyond a Party's reasonable control and occurring without that Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

ARTICLE 4 INSURANCE. Each Party, at its sole cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance as listed in G on the Cover Page that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon request: (A) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, with a general aggregate of not less than \$2,000,000, for property damage, bodily injury, and personal injury; (B) workers' compensation insurance and employer's liability insurance with limits of not less than \$1,000,000 or as required by California laws, whichever is

greater; and (C) commercial automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

ARTICLE 5 INDEMNITY. Each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement are as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss (excluding attorney's fees and litigation costs that the Indemnitee or a Third Party incurred or paid related to the Loss) sustained by the Indemnitee or a Third Party only in proportion to the Indemnitor's liability based on the determination of a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction, whichever determination is final; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right to indemnity and/or hold harmless of such fees and costs, or any right to defense, from the other Party. A Party who intends to seek or seeks indemnity and/or hold harmless of any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws. "**Claim**" means any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, and/or proceedings arising out of, resulting from, or related to this Agreement where there has been no final determination of liability by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, judgment, expense, and/or cost arising out of, resulting from, or relating to this Agreement and for which there has been a final determination by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with, whether directly or through a subcontract of any level, or otherwise retained by a Party to act for or on the Party's behalf. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 DISPUTE RESOLUTION. The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Agreement. Except for an action to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the required meet-and-confer, a Party shall not commence any action regarding or relating to this Agreement until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

Section 7.1 Entire Agreement, Amendment, Applicable Laws, Venue, Interpretation, Severability, and Execution of Agreement. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. Except as specifically provided otherwise in this Agreement, this Agreement shall be amended only by a writing executed by the Parties. This Agreement is to be construed according to its fair meaning and not strictly for or against any Party, and under California laws without giving effect to California's choice of law provisions that result in the application of the laws of another jurisdiction. All claims, disputes, and lawsuits related to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement, and the remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement. The Parties may sign this Agreement in counterparts such that their signatures are on separate pages. A copy or an original of this Agreement with all signatures (whether original or transmitted by electronic means) shall be deemed a fully executed agreement.

Section 7.2 Independent Contractor, Assignment, Transfer, and Waiver. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent. Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term, or condition runs.

Section 7.3 Notices. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, *if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to:* Lead Legal Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

**SAFE SCHOOL AMBASSADOR
PROGRAM SCHEDULE**

The Safe School Ambassador Program develops leadership skills in Students in grades 4 through 12 by engaging them in anti-bullying and violence prevention program, and training them in non-violent communication.

A. Location Where Program Will Occur (full address):		B. Date(s) on Which Program Will Occur:	C. No. of Students:	E. Payment Schedule - Agency shall pay all fees to FCSS per invoice from FCSS and as follows (mark one):
330 W. Brawley, Fresno CA		October 23, 2017	30	<input checked="" type="checkbox"/> Within 30 days <u>after</u> FCSS completes the Program. <input type="checkbox"/> No later than 30 days <u>before</u> FCSS starts the Program. <input type="checkbox"/> Other (state): _____
D. Fees (state amount Agency will pay to FCSS):				
Program: \$1,000.00	Meals: \$ _____	TOTAL: \$1,000.00		
F. FCSS shall have the following responsibilities (describe below):				
<ul style="list-style-type: none"> ■ Facilitator Training: Train Agency's employees ("Facilitators") regarding Program goals and objectives. The Facilitators will work with Students. FCSS will interact directly with Students and Agency's staff only during the Student Training. ■ Materials and Website Access: Provide books, materials, and website access from Community Matters to guide the Facilitators in developing, implementing, and delivering the Agency's own the Program. ■ Student Training: Provide Agency with and lead Students with training to promote leadership skills per Program goals and objectives. 				
G. Agency shall have the following responsibilities (describe below):				
<ul style="list-style-type: none"> ■ Transport and Supervise: Transport and supervise Students during the Program, whether on or off of Agency's site, and obtain and verify Student permission slips for Program events that are not on Agency's site. ■ Liabilities: Responsible and liable for all injuries, damages, losses and any other liabilities caused by or suffered by Students and Agency's employees and volunteers while traveling to or from, while on, about, or at the location(s) of, or while participating in Program events. ■ Designate Facilitators: Identify Agency's employees who FCSS will train as Facilitators. ■ Community Matters Materials: Acknowledges and agrees that the Program materials and training (collectively "Program Materials") are the result of extensive research and effort expended by third party, Community Matters. Community Matters shall be deemed the author of the Program Materials provided to Agency and retains all rights thereto, including the copyright. Agency has the non-exclusive right to use the Program Materials only during its participation in the Program. Without Community Matters' written consent, Agency and its Students, employees, and volunteers shall not duplicate any part of the Program Materials, or provide, duplicate, or recreate any portion of the Program training to any person who is not serving as a safe school ambassador, family group facilitators, Program advisors at Agency's site and has not received the Program training. Each of Agency's students, employees, and volunteers who participate in the Program shall sign a non-disclosure agreement provided by FCSS. 				