

# AGREEMENT FOR SERVICE BETWEEN ROY CLOUD SCHOOL AND LEGARZA SPORTS

This agreement is made as of July 23, 2019 and between Roy Cloud School and Legarza Sports.

Whereas, the School desires to obtain services for the administration of the Legarza Physical Education and Lunch Wellness Program for grades K-5.

Whereas, Legarza serves as a youth sports education organization in San Mateo county; and

Whereas, Legarza desires to provide administrative support, Physical Education services, and Lunch Wellness services to Roy Cloud School in Redwood City, California; and

Whereas, Legarza has developed learning curriculum containing information which is identified as follows: (hereinafter "Legarza Lesson Plans"). Now, therefore, the parties agree as follows:

## 1. SERVICES

Legarza agrees to provide professional services to Roy Cloud in accordance with the terms and conditions of this agreement.

## 2. SCOPE OF SERVICES

Legarza agrees to provide Roy Cloud the Legarza PE Program and Lunch Program with the following services:

- Physical Education and Lunch Supervision as scheduled in accordance with the School academic calendar to occur between August, 2019 and June, 2020
- Physical Education Classes will be taught on Mondays, Tuesdays, Wednesdays, and Thursdays.
- Lunch Supervision will be provided on Mondays, Tuesdays, Wednesdays, and Fridays.
- Legarza will use 2 weeks throughout the year, during which they will not be expected to provide PE or lunch supervision. The first week will be the week of 8/19/19. The second week will be either before or after Roy Cloud's winter OR spring break. The specific dates of the second week will be communicated to / with the principals to have the least possible impact on the schools' schedule and PE.
- Legarza will use 3 days as staff development days throughout the year, during which they will not be expected to provide PE or lunch supervision services. The specific dates will be 11/13/19 (Wednesday), 2/11/20 (Tuesday), and 5/7/20 (Thursday).
- Legarza developed Lesson Plans that are based on the California State Standards and overseen by a credentialed teacher.
- Lesson plans will be periodically evaluated and modified based on Roy Cloud's needs.
- Provide 4 trained instructors to teach and supervise K-5 grade students at Roy Cloud School.
- Supervision of instructors' work and formal evaluation procedures.
- Design and implementation of program evaluations for teacher and principal feedback.
- Meetings with principals and Roy Cloud personnel as required.
- Administrative oversight from Legarza Program Director, Business Manager and School Principals.

Legarza agrees to provide Roy Cloud with the following PE and lunch supervision schedule:

Monday	Tuesday	Wednesday	Thursday	Friday
10:35-11:05 K PE	10:20-11:00 1 <sup>st</sup> PE	10:35-11:05 K PE	10:20-11:00 1 <sup>st</sup> PE	
11:05-11:45 2 <sup>nd</sup> PE	11:05-11:45 3 <sup>rd</sup> PE	11:05-11:45 2 <sup>nd</sup> PE	11:00-11:20 1 <sup>st</sup> /3 <sup>rd</sup> Recess (no Legarza supervision)	
11:45-1:15 Lunch	11:45-1:15 Lunch	11:45-1:15 Lunch	11:20-12:00 3 <sup>rd</sup> PE	11:45-1:15 Lunch
1:15-1:55 4 <sup>th</sup> PE	1:15-1:55 5 <sup>th</sup> PE	1:15-1:55 4 <sup>th</sup> PE	12:00-12:45 5 <sup>th</sup> PE	

### **3. INSURANCE**

Legarza carries comprehensive general liability insurance to cover public liability for services provided under this contract as well as applicable workman's compensation insurance. Roy Cloud is responsible to provide a safe environment for classes and is considered liable as such. Legarza will provide proof of sexual abuse/molestation insurance and comprehensive general liability insurance and will identify Roy Cloud as an additional insured prior to the start of services.

### **4. WORKERS' COMPENSATION**

Legarza shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

### **5. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of the Agreement, Legarza shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

### **6. INDEMNIFICATION**

Legarza agrees to indemnify, defend, and hold harmless Roy Cloud, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of his agreement. Roy Cloud agrees to indemnify, defend, and hold harmless Legarza its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of this Agreement.

### **7. DISPUTE RESOLUTION**

Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid mutually. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

### **8. HIRING LEGARZA EMPLOYEES**

Roy Cloud acknowledges that Legarza has spent considerable time and money in training its instructors to provide services under this agreement. If Roy Cloud, directly or indirectly, hires a Legarza instructor within one year of that instructor working for Legarza, Roy Cloud will pay a fee of \$25,000 to Legarza, plus 10% of that instructor's annualized salary last in effect for the instructor.

### **9. FINGER PRINTING AND BACKGROUND CHECKS**

As required by the California State Education Code. Legarza instructors will be required to undergo finger printing and background checks. Legarza will provide Roy Cloud written verification that all instructors have filed fingerprints and have passed the State and DOJ background checks no later than September 2019 for work during the 2019-20 academic school year.

### **10. EQUIPMENT AND MATERIALS:**

CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.

### **11. USE OF SUBCONTRACTORS:**

CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of RCSD.

### **12. LICENSES AND PERMITS:**

It shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said

work/services or forfeit any right to compensation under this Agreement.

**13. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND**

**ORDINANCES:** CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

**14. RELATIONSHIP OF THE PARTIES:**

CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of RCSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of RCSD employees.

**15. WAIVER:**

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

**16. EQUAL EMPLOYMENT OPPORTUNITY:**

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

**17. GOVERNING LAW:**

This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

**18. TERMINATION:**

RCSD may at any time terminate this Agreement upon written notice to CONTRACTOR. RCSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, RCSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, RCSD may secure the required services from another contractor. If the cost to RCSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

**19. COMPLETENESS OF AGREEMENT:**

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

**20. COMPENSATION**

Legarza agrees to perform all services of this agreement for a sum not to exceed \$66,750.00 for PE instruction and lunch supervision. The Legarza PE and Lunch Supervision Program will include all costs, administrative overhead, and liability insurance.

Legarza shall submit a total of four (4) invoices as detailed below:

<b>Legarza PE Program / Lunch Supervision</b>	<b>Amount Due</b>	<b>Payment Due Date</b>
Invoice #1	\$16,687.50	September 1, 2019
Invoice #2	\$16,687.50	November 1, 2019
Invoice #3	\$16,687.50	January 1, 2020
Invoice #4	\$16,687.50	April 1, 2020
<b>TOTAL</b>	<b>\$66,750.00</b>	

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officers:

Roy Cloud School  
Redwood City School District

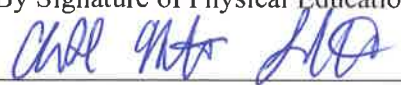
\_\_\_\_\_  
Priscilla Aquino-Dichoso  
Chief Business Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
John R. Baker, Ed.D  
Superintendent

\_\_\_\_\_  
Date

Legarza Sports  
By Signature of Physical Education Program Director

\_\_\_\_\_  
Chloe Robinette Sargeant,  
PE Program Director, Legarza Sports

\_\_\_\_\_  
Date

Legarza Sports  
1027 Bransten Road  
San Carlos, CA 94070  
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