

AGREEMENT FOR SERVICE BETWEEN
THE REDWOOD CITY SCHOOL DISTRICT AND CONTRACTOR

This agreement is made as of this day of August 1, 2019, by and between the Redwood City School District ("RCSD") and United Through Education, Inc. to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES** in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for RCSD in accordance with the terms, conditions, and specifications set forth herein:
The CONTRACTOR agrees to provide a parent engagement workshop.
 - A. **Scope of Services:** The United Through Education program will be held for newcomer families- Location TBD. The program will be held on Wednesday, August 28, 2019, Thursday, August 29, 2019, Wednesday, January 15, 2020 and Thursday, January 16, 2020. Each session will run from 5:30PM – 8:30PM. This session will be given in Spanish. The cost of the program will cover 2 instructor compensation, materials, food, and insurance. The program does NOT cover:
 1. Childcare 2 people needed for four hours per session.
 2. Custodians, when needed.
2. **TERM OF AGREEMENT:** The term of this agreement is from August 2019 to January 2020.
3. **COMPENSATION:** The CONTRACTOR agrees to perform all the services of this agreement. The cost of these classes is \$6,500.
4. **PAYMENT:** The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each of the two sessions. The contractor is responsible to comply with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility.
5. **EQUIPMENT AND MATERIALS:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement. The CONTRACTOR retains all copyrights on ALL ideas taught and materials distributed and presented. ALL ideas taught and materials presented remain the property of the CONTRACTOR. They may not be copied, distributed, or taught outside of the terms of this contract without the express written consent of United Through Education, Inc.
6. **USE OF SUBCONTRACTORS:** CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of RCSD.
7. **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.
8. **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.
9. **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.
10. **INSURANCE:** CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR's operations under this Agreement, whether such operations be by CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

<input checked="" type="checkbox"/> Comprehensive General Liability...	\$1,000,000 (applies to all agreements)
<input type="checkbox"/> Motor Vehicle Liability Insurance..	\$1,000,000 (to be checked if motor vehicle used in performing services)
<input type="checkbox"/> Professional Liability.....	\$1,000,000 (to be checked if Contractor is a licensed professional)

The CONTRACTOR will provide proof of insurance and will identify RCSD as an additional insured.

11. **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.

12. **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.
13. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this agreement.
14. **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 shared by the CONTRACTOR and RCSD. 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 maintaining a good faith attempt to reach a mediated resolution.
15. **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.
16. **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.
17. **COMPLETENESS OF AGREEMENT:** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

 Redwood City School District

Priscilla Aquino-Dichoso
Chief Business Official

Date: _____

Contractor



Contractor Name: Secundino Zuno, President
United Through Education, Inc.
555 Bryant Street #923
Palo Alto, CA 94301

Date: 08/15/19

John R. Baker, Ed.D
Superintendent

Date: _____