

AGREEMENT FOR SERVICE BETWEEN THE
REDWOOD CITY SCHOOL DISTRICT AND DANIELLE WEBB, M.A. EARLY CHILDHOOD SPECIAL EDUCATION

This agreement is made as of this day of June 3, 2019 by and between the Redwood City School District ("RCSD") and Danielle Webb, Education Specialist ("CONTRACTOR") to provide services.

OVERVIEW

This project is a collaboration between Redwood City School District (RCSD) and Danielle Webb, Education Specialist who will provide consultation and hands-on support in the area of Preschool Special Education to 7 RCSD Child Development Center (RCSD CDC) sites and 16 state preschool classrooms. Education Specialist will increase state preschool staff knowledge and capacity to serve children with special needs and/or at-risk, and their families.

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 coach state preschool staff towards increasing their educational leadership abilities and their capacity to promote and implement evidence-based practices to positively impact their student's overall growth and development; including, but not limited to, their social emotional health, cognitive skills, and behavior management.

4. Scope of Services:

ECSES Consultant will:

- Work Monday-Friday, 8:00am-4:00pm. Hours will be adjusted to accommodate for staff training needs. Consultant will follow the holiday/vacation schedule of the 241-day State Preschool Calendar.
- Develop familiarity with classroom staff, children, and schedules.
- Create a system for the screening, assessment, and referral process for children with challenging behaviors and/or significant developmental delays.
- Closely monitor and follow timelines for children's assessment, referral, and individualized action plans per California Department of Education regulations.
- Maintain open communication with state preschool staff to monitor and gain feedback regarding implemented action plans and strategies.
- Build rapport with families to promote understanding of children's needs for support within the context of multiculturalism.

B. Deliverables

- Plan staff in-service trainings tailored to individual and group needs. Prepare presentations for the purpose of building staff foundational knowledge in Special Education.
- Create tools and materials to aid in the state preschool staff ability to respond effectively to staff and family concerns with children.
- Per Big Lift grant requirements and as requested, write and submit summative reports of work completed and in progress to the Big Lift Committee and the Principal of Child Development Centers.

2. TERM OF AGREEMENT: The term of this agreement is from July 1, 2019 to June 30, 2020.

3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement at the rate of **\$8,125.00 Per Month for Twelve Months**, not to exceed **Ninety-Seven Thousand Dollars Five Hundred Dollars (\$97,500.00)**.

5. **PAYMENT:** The CONTRACTOR shall submit an invoice declaring hours worked and a brief description of services performed by the last week of the month prior to the start of new service month. The CONTRACTOR is responsible to comply with all state and federal tax requirements and is the CONTRACTOR's sole responsibility.
6. **EQUIPMENT AND MATERIALS:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement. RCSD agrees to provide business cards for the consulting and networking purposes of the ECSES Consultant during the term of the Agreement.
7. **USE OF SUBCONTRACTORS:** CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of RCSD.
8. **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.
9. **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.
10. **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.
11. **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:
 - Comprehensive General Liability... \$1,000,000 (applies to all agreements)
 - Motor Vehicle Liability Insurance... \$1,000,000 (to be checked if motor vehicle used in performing services)
 - Professional Liability..... \$1,000,000 (to be checked if Contractor is a licensed professional)
12. **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.
13. **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.
14. **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.
15. **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.

16. 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.
17. 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.
18. 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
Priscilla Aquino-Dichoso
Chief Business Official

Date: 6/27/19

John R. Baker
John R. Baker, Ed.D.

Superintendent

Date: 6/27/19

Contractor

Danielle Webb
Danielle Webb, M.A.

Address: 522 28th street
City: Oakland, CA Zip: 94609

Date: 6-3-19