

**AGREEMENT FOR SERVICE BETWEEN  
THE REDWOOD CITY SCHOOL DISTRICT AND CONTRACTOR**

This agreement is made as of this day of June 7, 2019, by and between the Redwood City School District ("RCSD") and Steven Forth ("CONTRACTOR") 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. Scope of Services Behavioral Consultation Services by Steven Forth for RCSD students from June 7, 2019 through June 7, 2020

B. Deliverables Behavioral Consultation services including but not limited to observation, training and consultation with administration, staff and parents. The contractor may also perform/deliver Functional Behavior Assessments, Behavior Intervention Plans, Professional Dev Presentations and IEP goals

- 2. TERM OF AGREEMENT: The term of this agreement is from June 7, 2019 through June 7, 2020
- 3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement at the rate of \$ 175 per hour, not to exceed \$ 64,100.00
- 4. PAYMENT: The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each month. 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.
- 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:

- 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)

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

Contractor

*[Handwritten initials]*

Priscilla Aquino-Dichoso  
Chief Business Official

*[Handwritten signature]*

Contractor Name: Steven Forth  
Address: P.O. Box 3484  
City/State: Half Moon Bay, CA

Zip: 94019

Date: \_\_\_\_\_

Date: *6/7/19*

John R. Baker, Ed.D  
Superintendent

Date: \_\_\_\_\_



# Certificate of Liability Insurance

Date Issued: 03/11/2019

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058  
**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Steven M Forth  
12373 San Mateo Road  
Half Moon Bay, CA 94019

**Policy Number:** AR23759  
**Policy Term:** 04/10/2019 to 04/10/2020  
**Occupation:** Behavior Consultant

### Covered Locations

**Professional Liability:** Portable coverage, not location specific

**General Liability Insured Location(s):**

230 Nevada Ave, Moss Beach, CA 94038

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	\$ 1,000,000	\$ 3,000,000
◦ Fire/Water Legal Liability	\$ 250,000	\$ 250,000
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

### Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Philip Hodson



**REQUISITION (NOT A PURCHASE ORDER)**

Vendor: 011044-01

FORTH, STEVEN  
 Attn: STEVEN FORTH  
 PO BOX 3484  
 HALF MOON BAY, CA 94019-3484  
 Phone: (650) 484-6240 x\_\_\_\_\_

Type: VENDOR  
 Req #: 000604  
 Req Date: 09/04/2019  
 Description: 5860 - All Other Contracts  
 Contract: Behavioral Services provided by Steven Forth to RCSD Students for 2019 ESY and the 2019

Suggested Vendor:

[Empty box for suggested vendor information]

Ship To:

Attn: LEILANI HUERTA  
 Special Education - LH  
 750 Bradford Street  
 Redwood City, CA 94063  
 Phone: (650) 423-2288 x\_\_\_\_\_ Fax: (650) 423-2203

FOB	Ship Via	Requestor's POS/Name	Annual
		ADMNSECI-020/Patricia Pelino	NO

PO #	PO Date	Location	Bldg/Dept	Room	Entered By
		District Office	Special Education		Deborah Ichiriu

#	Qty	Unit	Description	Unit Price	Ext Cost	Acct Line #
1	1.00	EA	Contract Behavioral Services Provided by Steven Forth to RCSD Students for ESY and the 2019-2020 School Year 6/7/2019-6/7/2020	\$64,100.00	\$64,100.00	ALL

**VENDOR SPECIAL INSTRUCTIONS**

CONTRACT: PAYMENTS TERMS ARE OUTLINED IN THE ATTACHED RCSD CONTRACT

Line	Account	Amount
1	01-6500-0-5750-1180-5860-020-D140	\$25,000.00
2	01-6500-0-5750-1180-5100-020-D140	\$39,100.00

SUB TOTAL:	\$64,100.00
SALES TAX:	\$0.00
SHIPPING:	\$0.00
TOTAL	\$64,100.00

Notes:

Vendor Addl Info:

Vendor Addl Instr:

Ship Addl Info:

Ship Addl Instr: