Mountain View Whisman School District Independent Contractor for Professional Services Agreement

(Non-construction Related)

	S AGREEMENT is made and entered into on July 13th , 2020 ("Agreement"),							
by a	by and between and Mountain View Whisman School District ("District") and Kate D'Halley							
(*C	ontractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."							
1.	Services. The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. As indicated in Exhibit "A" or as follows:							
	Scope of Work attachment							
2.	Price & Payment. The Contractor shall furnish the Services to the District for the following compensation: Contractor is providing services for a total flat fee of: \$; or; or; or							
	Contractor will provide a maximum number of hours of service at a rate of \$ 75.00							
	per hour for a total not to exceed \$ 13, 450.00							
	Other:							
	("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)							
3.	Agreement Time. The Services shall commence on							
	shall be completed by							
4.	Submittal of Documents. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):							
	Signed Agreement Insurance Certificates & Endorsements W-9 Form							
5.	Notice. Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).							
	Mountain View Whisman School District Contractor: Kate D'Malley							
	Mountain View Whisman School District Contractor: Kate O'Malley 1400 Montecito Ave, Mountain View, CA 94043 Santa Cruz, CA 95060							
	Attn: Chief Business Officer Attn:							
Total I	anandent Contractor Agreement for Brofossianal Condens - MAISED							

0,	employees of Contractor that will be on any school site and to will be on any school site are not listed on California's "Megane of these two boxes below must be checked:	the employees of any subconsultants and/or subcontractors that an's Law" Website (http://www.meganslaw.ca.gov/). In addition,						
	The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpoid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."							
	any, with District pupils and the District will take appropriate with Contractor's employees so that the fingerprinting and esection 45125.1 shall not apply to Contractor for the service	YEE ONLY.) Contractor's employees will have only limited contact, if a steps to protect the safety of any pupils that may come in contact criminal background investigation requirements of Education Code a under this Agreement. As an authorized District official, I am a execute this certificate on behalf of the District. (Ed. Code, §						
7.								
	Providing the District of a copy of TB clearance or statement of TB clearance.							
	Walver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not							
	work directly with students on more than an occasional	·						
		13/						
	INITIAL HERE: LO (Contractor Initials). INITIAL HERE:	District Representative initials)						
8.	identified below. Contractor shall provide to the District cer District. The policy(ies) shall not be amended or modified at days written notice to the District prior to modification. Exc named as an additional insured on all policies. Contractor's shall only be secondary and supplemental. Contractor shall	force during the term of this Agreement with minimum limits rificate(s) of insurance and endorsements satisfactory to the and the coverage amounts shall not be reduced without thirty (30) sept for worker's compensation insurance, the District shall be policy(ies) shall be primary; any insurance carried by the District not allow any subcontractor, employee, or agent to commence nice required of Contractor, subcontractor, or agent has been						
	Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate						
	Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate						
	Workers Compensation	Statutory limits pursuant to State law						
	Employers' Liability	\$1,000,000						
	Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000						
	professional services of advice (on a claims-made form)							
9.	Terms & Conditions. The Contractor has read and agrees to INITIAL HERE: KO (Contractor Initials).	o comply with the Terms & Conditions attached hereto.						

- 1.
- 2. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work
- all labor, materials, equipment, supplies and other items Contractor by District as a basis for such services. necessary to complete the services to be provided pursuant to 7. Copyright/Trademark/Patent. Contractor understands and this Agreement.
- entitled, including, but not limited to, State Unemployment medium. Compensation or Worker's Compensation. Contractor shall 8. assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

5. Standard of Care.

- 5.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be findings obtained, reports performed. and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 5.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 5.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- 5.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 6. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and

- video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or 3. Materials. Contractor shall furnish, at his/her own expense, in part from any other source, except that submitted to
- agrees that all matters produced under this Agreement shall 4. Independent Contractor, Contractor, in the performance of become the property of District and cannot be used without this Agreement, shall be and act as an independent contractor. District's express written permission. District shall have all right, Contractor understands and agrees that he/she and all of his/her title and interest in said matters, including the right to secure employees shall not be considered officers, employees, agents, and maintain the copyright, trademark and/or patent of said partner, or joint venture of the District, and are not entitled to matter in the name of the District. Contractor consents to use of benefits of any kind or nature normally provided employees of Contractor's name in conjunction with the sale, use, performance the District and/or to which District's employees are normally and distribution of the matters, for any purpose and in any

Termination.

- 8.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 8.2. Without Cause by Contractor. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 8.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such Intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs. provisions are in addition to and not a limitation of Agreement. any other rights or remedies available to District.

- such documents are final or draft documents.
- of all consequential damages ("Claim"), arising out of, pertaining all its subcontractor(s). to or relating to, in whole or in part, the negligence, recklessness, 16. Workers' Compensation. Contractor shall comply with the proposes to defend the indemnified parties.
- this Agreement shall not be assigned by the Contractor.
- receipt of a written termination notice from the District. If hours, unless Contractor otherwise consents. Contractor performs any work that is in violation of any laws, 18. District's Evaluation of Contractor and Contractor's therefrom.
- 12. Permits/Licenses. the furnishing of services pursuant to this agreement.
- 13. Safety and Security. rules and regulations pertaining to safety, security, and driving this Agreement. Notwithstanding any other provision of this

expense, fees, and/or costs to the District exceeds on school grounds, particularly when children are present.

- the cost of providing the Services pursuant to this 14. Employment with Public Agency. Contractor, if an Agreement, the Contractor shall immediately pay employee of another public agency, agrees that Contractor will the excess expense, fees, and/or costs to the District not receive salary or remuneration, other than vacation pay, as upon the receipt of the District's notice of these an employee of another public agency for the actual time in The foregoing which services are actually being performed pursuant to this
- 15. Anti-Discrimination. It is the policy of the District that in 8.4. Upon termination, Contractor shall provide the District connection with all work performed under Agreements there be with all documents produced maintained or collected by no discrimination against any employee engaged in the work Contractor pursuant to this Agreement, whether or not because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic 9. Indemnification. To the furthest extent permitted by information, marital status, sex, gender, gender identity, gender California law, Contractor shall defend, indemnify, and hold free expression, age, sexual orientation, or military and veteran status and harmless the District, its agents, representatives, officers, and therefore the Contractor agrees to comply with applicable consultants, employees, trustees, and volunteers ("the Federal and California laws including, but not limited to the indemnified parties") from any and all claims, demands, causes California Fair Employment and Housing Act beginning with of action, costs, expenses, liability, loss, damage or injury of any. Government Code Section 12900 and Labor Code Section 1735. kind, in law or equity, including without limitation the payment. In addition, the Contractor agrees to require like compliance by
- errors or omissions, or willful misconduct of Contractor, its provisions of Labor Code § 3700, et seq., that require every officials, officers, employees, subcontractors, consultants, or employer to be insured against liability for workers' agents directly or indirectly arising out of, connected with, or compensation or to undertake self-insurance in accordance with resulting from the performance of the Services or from any the provisions of that code. Contractor shall either being insured activity, work, or thing done, permitted, or suffered by the against liability to pay compensation by one or more insurers Contractor in conjunction with this Agreement, unless the claims duly authorized to write compensation insurance in this State or are caused wholly by the sole negligence or willful misconduct of by securing from the Director of Industrial Relations a certificate the indemnified parties. The District shall have the right to of consent to self-insure, which may be given upon furnishing accept or reject any legal representation that Contractor proof satisfactory to the Director of Industrial Relations of ability to self-insure.
- 10. Assignment. The obligations of the Contractor pursuant to 17. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally 11. Compliance with Laws. Contractor shall observe and comply accepted accounting principles, reflecting all business operations with all rules and regulations of the governing board of the of Contractor transacted under this Agreement. Contractor shall District and all federal, state, and local laws, ordinances and retain these books, records, and systems of account during the regulations. Contractor shall give all notices required by any law, Term of this Agreement and for three (3) years thereafter. ordinance, rule and regulation bearing on conduct of the Services Contractor shall permit the District, its agent, other as indicated or specified. If Contractor observes that any of the representatives, or an independent auditor to audit, examine, Services required by this Agreement is at variance with any such and make excerpts, copies, and transcripts from all books and laws, ordinance, rules or regulations, Contractor shall notify the records, and to make audit(s) of all billing statements, invoices, District, in writing, and, at the sole option of the District, any records, and other data related to the Services covered by this necessary changes to the scope of the Services shall be made and Agreement. Audit(s) may be performed at any time, provided this Agreement shall be appropriately amended in writing, or this that the District shall give reasonable prior notice to Contractor Agreement shall be terminated effective upon Contractor's and shall conduct audit(s) during Contractor's normal business
- ordinances, rules or regulations, without first notifying the Employees and/or Subcontractors. The District may evaluate District of the violation, Contractor shall bear all costs arising the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: Contractor and all Contractor's requesting that District employee(s) evaluate the Contractor and employees or agents shall secure and maintain in force such the Contractor's employees and subcontractors and each of their permits and licenses as are required by law in connection with performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- Contractor is responsible for 19. Limitation of District Liability. Other than as provided in this maintaining safety in the performance of this Agreement. Agreement, District's financial obligations under this Agreement Contractor shall be responsible to ascertain from the District the shall be limited to the payment of the compensation provided in

whether any claim is based on contract or tort, for any special, District's attention in writing. Through its execution of this consequential, indirect or incidental damages, including, but not. Agreement, Contractor acknowledges that it is familiar with the limited to, lost profits or revenue, arising out of or in connection provisions of Section 1090 et seq. and Section 87100 et seq, of with this Agreement for the services performed in connection, the Government Code of the State of California, and certifies that with this Agreement.

- performance of Work, Agreement interpretation, or payment, subsequent to execution of this Agreement, which might the Parties shall attempt to resolve the dispute by negotiation constitute a violation of said provisions, Contractor agrees it shall and/or mediation, if agreed to by the Parties. Pending resolution notify District of this information. of the dispute, Contractor shall neither rescind the Agreement 29. Agreement Contingent on Governing Board Approval. The nor stop Work.
- the confidentiality of all information received in the course of Contractor absent formal approval. performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 22. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
- 24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 26. Incorporation of Recitais and Exhibits. The Recitais and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 28. Conflict of interest. Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest

Agreement, in no event, shall District be liable, regardless of which may arise as a result of such change will be brought to it does not know of any facts which constitute a violation of said 20. Disputes: In the event of a dispute between the parties as to provisions. In the event Contractor receives any information

District shall not be bound by the terms of this Agreement until it 21. Confidentiality. The Contractor and all Contractor's agents, has been formally approved or ratified by the District's personnel, employee(s), and/or subcontractor(s) shall maintain. Governing Board, and no payment shall be owed or made to

ACCEPTED AND AGREED on the date Indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement: Information regarding Contractor: Indicate type of entity or if individual: Employer Identification and/or Social Security Number: 395 60 6083 _√_ Individual NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients _ Sole Proprietorship of \$600 or more to furnish their taxpayer identification number to the payer. The United ____ Partnership States Code also provides that a penalty may be imposed for failure to furnish the taxpayer

identification number. In order to comply with these rules, the District requires your

federal tax Identification number or Social Security number, whichever is applicable.

____ Other: _____ Dept/Site Budget Program Coding Program Code(s) 0/06/27 - 0-5830 -00-0001-1000-000000 -009-0275

Project Approvals Required Prior to Contract Start Date

Requesting Administrator/Authorized Signer:	Contractor:					
Mountain View Whisman School District Dated: 7/13 , 2020 Signature: 1. W. Kamper Print Name: Terri W. Kamper Print Title: Director, Preschool	Contractor Name: Kake O Malley Dated: July 13th , 2020 Signature: Kate O'Malley Print Name: Kake O'Malley Print Title: Early Education Coach					

	APPROVAL		
Authorized Signer (if not above)	Superintendent/Designee		
Dated:, 20	Dated:	, 20	
Signature:	Signature:		
Print Name:	Print Name:		
Print Title: Chief Academic Officer	Print Title:		

Board of Trustees Action (District Office Use Only)							
Board of Trustees Meeting Date:	For Contract:	Review	Ratification				

____ Limited Partnership

____ Limited Liability Company

___ Corporation



Kate O'Malley 313 High Street Santa Cruz, CA 95060 831.419.7861

Scope of Work

June 30, 2020

Client: MVWSD Preschool Program ECE Coach Assigned: Kate O'Malley, MA Project Timeline: August 2020-May 2021

Scope of Work

- 1. Training/Coaching teaching staff on elements of the QRIS Matrix to include CLASS, ECERS and TEACHING PYRAMID (includes both classroom support either in-person or virtually through recorded lessons and student/child interactions, virtual PD training, in-person and virtual coaching meetings with teaching staff outside of regular class hours). Any in-person coaching or meetings will follow current social distancing, temperature screening, hand washing and mask requirements.
- 2. Environment/ECERS guidelines support
- 3. QRIS Classrooms-Extra ECERS, CLASS Support
- 4. Spring ECERS Rating score sheet-for Non-QRIS classrooms

Focus Sites: Latham, Graham, Theuerkauf

Rate:

- \$75/hr. for observing, coaching, research, communications and prep
- Months of service, August 2020-May 2021
- Total budget not to exceed: \$13,650.00 (182 hours)

Kate O'Malley

Early Childhood Education Coach



July 12, 2020

Mountain View Whisman School District 750-A SAN PIERRE WAY MOUNTAIN VIEW CA 94043

Account Information:

Policy Holder Details : KATE O'MALLEY



Business Service Center

Business Hours: Monday - Friday (7AM - 7PM Central Standard Time)

Phone: (866) 467-8730 Fax: (888) 443-6112

Email: agency.services@thehartford.com Website: https://business.thehartford.com

Enclosed please find a for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

07/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CO	nfe	er rights to the certificate hol	der in li	eu of	such endorseme						
PRODUCER				CONTACT NAME:							
ANB INSURANCE SERVICES/PHS				PHONE (866) 467-8730 FAX (888) 443-6112				388) 443-6112			
57152128				(A/C, No, Ext): (A/C, No):							
The Hartford Business Service Center 3600 Wiseman Blvd					É-MAIL						
San Antonio, TX 78251					ADDRE						
					INSURER(S) AFFORDING COVERAGE NAICF						
INSU						INSURER A: Sentinel Insurance Company Ltd. 11000					11000
		O'MALLEY GH ST				INSURER B:					
		CRUZ CA 95060-2611				INSURER C:					, .
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CO	/EF	RAGES			E NUMBER:				ION NUMBER:		
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Mountain View Whisman School District					BEFORE THE E	XPIRATION DA	TE THEREOF, NOTI	ICE WILI	BE DELIVERED		
750-A SAN PIERRE WAY MOUNTAIN VIEW CA 94043							DLICY PROVISIONS				
1""	WOOTAL VIEW ON STOTE					AUTHORIZED REPRESENTATIVE					

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