INFORMATION SHEET 6/15/2021 TRUSTEES' MEETING

ATTACHMENT: 4.5

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Contract for ABA Plus

ABA Plus offers services to our Special Education Population. This contract will be for services provided during 2021 ESY.

Recommend: Approval of the attached contract for ABA Plus

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JEFFERSON SCHOOL DISTRICT
1219 Whispering Wind Drive, Tracy, CA 95377
AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between the Jefferson School District, hereinafter referred to as "District" and ABA Plus at 2001 Echo Place, San Ramon, CA 94582, hereinafter referred to as "Contractor" is for special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: (1) 1:1 Behavior Support at 18.75 hours/week and (2) BCBA Supervision at 15 hours/month.

2. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

    a. District shall pay as specified (1) $58 per hour and (2) $110 per hour. **This contract shall not exceed $5,130.** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

    b. District **[ ] SHALL; [X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the Jefferson School District, Reimbursement of expenses shall not exceed $_____ for the term of this agreement.

    c. District shall make payment on a **[X] MONTHLY PROGRESS BASIS**, **[ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

3. The term of this agreement shall commence on June 11, 2021, and shall terminate on July 2, 2021.

4. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

5. Contractor shall contact District's designee, Angelica Thomas at (209) 839-1842, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from or caused by, contractor's activities during or relating to the performance of service under this Agreement.

    Contractor agrees to hold harmless and to indemnify District for:
    Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit

or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

(a) Contractor is required to provide the District with a Certificate of Insurance including an endorsement naming the Jefferson School district as an additional insured.

7. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.

8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

9. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

10. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

11. If Consultant/Contractor will be working alone with students, please provide fingerprint policy procedures.

AGREED:

DocuSigned by:
Suddha Mukhopadhyay
198A96584E174C6...
Consultant Signature (1)

821122396
Social Security Number (2)

6/10/2021
Date

06/10/2021
Title

Clinical Director
Address

2001 Echo Place, San Ramon, CA, 94582

DocuSigned by:
Dena Whittington
CDFB8272267743 1...
Jefferson School District

6/10/2021
Date

CBO
Title

Account Number to be charged:
01-6500-0-5770-3140-5809-950-3000
$5,130

Send all Copies to Business Office.
1.Whenever organization names are used, the authorized signature must include company title, such as president.
2.Whenever organizational names are used, the employer IRS Identification Number must be used instead of Social Security Number.