



Contract No. _____

NAPA VALLEY UNIFIED SCHOOL DISTRICT
CONTRACT FOR CONSULTANT SERVICES

The NAPA VALLEY UNIFIED SCHOOL DISTRICT, hereinafter "District", and Napa STEM Academy, hereinafter "Contractor", do hereby agree as follows:

- 1. **Description of Service:** The Contractor will provide the following service: Napa STEM Academy will be providing Computer Science and Robotics instruction to BV students 2 days a week on Tues/Thurs.
- 2. **Term of Agreement:** Consultant work will commence beginning August 14, 2019 and be completed by June 5, 2020 but in no event later than 6/5/20
- 3. **Compensation:**
The district will pay for services rendered on:
(a) A fixed fee basis of:
(b) A time and expense basis of:
(c) A total cost basis not to exceed: \$22,500.00
- 4. **Expenses:**
Description and amount of any costs in addition to compensation: No additional costs
- 5. **Method and Times of Payment:** Payments will be split into three equal payments as follows: \$7500.00 will be due on each of the following dates: 8/29/19, 11/15/19, 3/15/20. Napa STEM will invoice NVUSD directly 2 weeks prior to the due date and NVUSD will mail check directly to the VENDOR.
- 6. **Performance:**
List specific persons or profession classifications that will perform work: Jeff Macloud
- 7. **District Contract Administrator:** Frank Silva
- 8. **Funding Source and Account:** Parent Club / 01-9420-0-1110-1000-5810-259-0025
- 9. **Contract Documents:**
This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments.

10. State Retirement
Are you retired from STRS / PERS Yes NO If yes, date _____

AGREED TO AND SIGNED THIS 28 DAY OF May, 2019.

Signature

Napa STEM Academy
Jeff Macloud
2020 Redwood Rd
Napa, CA 94558
Phone No.: 707-641-4411

Signature
Contract Administrator: Frank Silva

Fax No.: n/a EMAL: Jeff@napastemacademy

Social Security or IRS Tax ID No: 38-4078030

Contracts over \$1000 and all categorically funded contracts must receive the following approvals:	Date
Assistant Superintendent or Director: _____	_____
Assistant Superintendent, Human Resources: _____	_____
Board Approval: _____	_____



GENERAL PROVISIONS

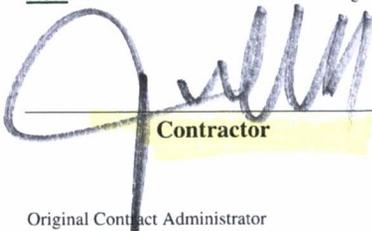
- 1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
- 2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
- 3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
- 4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
- 5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT: Napa Valley Unified School District
2425 Jefferson Street
Napa, CA 94558

CONSULTANT Napsa STEM Academy
2020 Redwood Rd Napa, CA 94558
707-641-4411

- 6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
- 7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
- 8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
- 9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
- 10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
- 11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
- 12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
- 13. **NO THIRDPARTY BENEFICIARIES:** There are no intended thirdparty beneficiaries of this Agreement.
- 14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
- 15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
- 16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.



Contractor



Date

Original Contract Administrator

Copy Contractor

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

Browns Valley Elementary Family Club of 1001 Buhman St, Napa, CA 94558
(the "Client")

- AND -

Napa STEM Academy of 2020 Redwood Rd, Napa, CA 94558
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Beginning on or near the start of the NVUSD 2019/2020 academic school year in August, and ending on or near the final day of the 2019/2020 academic school year, the Contractor will provide the Client with Computer Science and Robotics instruction on the premises of Browns Valley Elementary School (BVES - 1001 Buhman Ave) in Lab 1. Services will be

provided to classrooms on a schedule mutually agreed upon by the Contractor and the administration of BVES. Instruction will take place on Tuesdays from 8:05 AM until 2:45 PM, and Wednesdays from 8:05 AM until 1:15 PM. Each contract day, the Contractor will take a minimum 15 min break during regularly scheduled recess time, and a 45 minute lunch break during regularly scheduled lunch time.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 5, 2020, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - Total charge for services is \$22,500. Payments will be split into three equal payments as follows. 1/3 of the total (\$7500) is due on each of three due dates according to the schedule below. Due dates will be August 29th, 2019; Nov 15, 2019; Mar 15, 2020.

8. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

9. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
10. The Contractor will furnish vouchers to the Client for all such expenses.

Additional Resources

11. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
 - The client will provide use of computer lab office space, computers and printers, consumables used in instruction such as printer paper, "butcher" paper rolls, copier access, etc. The client will also provide access to school facilities via a key and alarm codes as necessary to access the appropriate facilities. The client will allow Contractor use of robotics equipment on site, and reasonable storage of Contractor equipment directly in support of fulfillment of the contract terms. The Client will provide the Contractor with unmetered access to the Client's wireless network.

Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
14. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was

provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Materials and Intellectual Property

15. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Browns Valley Elementary Family Club
1001 Buhman St, Napa, CA 94558
 - b. Napa STEM Academy
2020 Redwood Rd, Napa, CA 94558

or to such other address as any Party may from time to time notify the other.

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

21. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Additional Clause

22. This contract includes up to 4 personal days, taken either on a Tuesday or Wednesday. The Contractor will provide at least 24 hours notice if possible. Additional absences greater than 4 days will be credited back to the Client per diem. For this purpose, a day refers to an absence of any portion of a contract day (Tuesday and/or Wednesday). Personal days will be taken as full days - not as fractional days (1/2 day, etc).

Legal Expenses

23. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Browns Valley Elementary Family Club

Per: _____ (Seal)

Napa STEM Academy

Per: _____ (Seal)