

AGREEMENT FOR SERVICES BETWEEN THE
SAN CARLOS SCHOOL DISTRICT AND HEALTHY CITIES TUTORING

This agreement is made as of July 1, 2016 by and between the San Carlos School District (SCSD) and Healthy Cities Tutoring (HCT).

Whereas, SCSD desires to obtain one-on-one tutoring and mentoring services for students at the following San Carlos schools: Arroyo, Arundel, Brittan Acres, Heather, White Oaks, Central and Tierra Linda.

Whereas HCT is a nonprofit 501(c) (3) organization and provides tutoring and mentoring services with the help of volunteers aged 14 and older in San Mateo County; and

Whereas HCT desires to provide tutoring and mentoring services to students referred by SCSD personnel at all 6 schools in San Carlos, California.

Now therefore, the parties agree as follows:

1. SERVICES

One-on-one tutoring and mentoring services will be provided for students referred to HCT by SCSD personnel in accordance with the terms of this Agreement.

2. SCOPE OF SERVICES

HCT agrees to provide SCSD with the following services:

- A one-on-one volunteer tutor for up to 325 students for the 2016-2017 school year
- Tutoring will be provided by volunteers aged 14 and older
- Duration of tutoring to be 45 minutes per session for students in grades 1-8 and 30 minutes for students in kindergarten on a weekly basis
- An orientation and training and ongoing support and guidance for all tutors
- Collect assessment information from principals and teachers utilizing Healthy Cities Tutoring Assessment Tool. Seek continuing guidance from principals and teachers to ensure appropriate follow-up, as needed
- A minimum of two workshops for volunteer tutors which parents, staff and para-educators may also attend
- Meetings with teachers, principals and District staff, as required
- Submission of a summary report annually documenting the children served as well as a detail of assessment outcomes

SCSD agree to provide HCT with the following:

- In-kind operational support including office space, Internet access, telephone service and office supplies
- Teachers and principals to provide assessment information for all students participating in the program to ensure appropriate placement using existing and readily available assessment data, including information gathered through the pre-SST and SST process

3. INSURANCE

HCT agrees to have and maintain, for the duration of the contract, a general liability insurance policy insuring HCT in an amount not less than One Million Dollars (1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage. SCSD will be named as an additional insured on the policy.

SCSD agrees to have and maintain, for the duration of the contract, a general liability insurance policy insuring SCSD in an amount not less than One Million Dollars (1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage. SCSD is responsible to provide a safe environment for tutoring and is considered liable as such.

4. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, HCT shall not discriminate against any employee or application for employment on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

5. INDEMINIFICATION

- a. HCT agrees to defend, hold harmless, and indemnify SCSD, its directors, officers, employees, agents, and servants from and against any and all claims, suits, damages, and actions of every name, kind, and description brought by a third party which are in any way occasioned by or arising due to the performance or terms of this Agreement and which: (i) result, in whole or in part, from the acts or omissions of HCT and/or its officers, employees, agents, and servants; or (ii) results from any breach of any of the representations, warranties, or covenants contained herein by HCT. Except as otherwise provided herein, the aggregate liability of HCT for defense and indemnification of SCSD shall not exceed the total amount of compensation paid under section 8 of this Agreement.
- b. SCSD shall defend, hold harmless, and indemnify HCT, its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which are in any way occasioned by or arising due to the performance or terms of this Agreement and which: (i) result solely from the acts or omissions of SCSD and/or its officers, employees, agents, and servant; or (ii) results from any breach of any of the representations, warranties or covenants contained herein by SCSD.
- c. The Parties obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("Indemnifying Party") is given prompt notice of any such claims and is given primary control of an all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("Indemnified Party"), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

6. DISPUTE RESOLUTION & GOVERNING LAW

Should any dispute arise out of this Agreement, the Parties shall 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 paid mutually. 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 attempting to meet in mediation and making a good faith attempt to reach a mediated resolution.

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws. In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in San Mateo, California for the purposes of resolving said dispute.

7. FINGERPRINTING AND BACKGROUND CHECKS

As required by California Education Code, HCT volunteer tutors will be required to undergo fingerprinting and background checks. SCSD will process and inform HCT of the results of the fingerprinting and background checks done on HCT volunteer tutors.

8. COMPENSATION

HCT agrees to perform all of the services of this Agreement for 325 students for a sum of \$44,688 for the 2016-2017 school year. If the services exceed 325 students, SCSD will pay HCT \$137.50 per student up to a maximum of 358 students (10%). Additional students beyond 358 will be provided tutoring on an as available basis and billed at the per student rate, after approval from District staff. The last payment to HCT on June 1, 2017 will include an adjusted amount, if needed, to reflect services provided.

HCT shall submit four invoices for 2016-2017 as detailed below:

	Amount Due	Payment Due Date
Invoice #1	\$11,172	Oct. 1, 2016
Invoice #2	\$11,172	Dec. 1, 2016
Invoice #3	\$11,172	March 1, 2017
Invoice #4	\$11,172	June 1, 2017
TOTAL for 2016-2017	\$44,688	

9. MODIFICATIONS AND AMENDMENTS:

Changes to this MOU can be made at any time and shall be mutually agreed in writing and will act as amendments to this agreement.

10. SIGNATURE AND EFFECTIVE DATES

This MOU shall be effective upon the signature of both parties and shall be in force to June 30, 2017. Both parties indicate agreement with this MOU by their signatures.

For San Carlos School District,

Robert Porter, COO



Date 6/21/16

For Healthy Cities Tutoring,

Lauren Pachkowski, Board President, Healthy Cities Tutoring, Inc.

Date _____