

Yosemite Unified School District

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement ("Agreement") is made and entered into effect on March 8, 2021, by and between the Yosemite Unified School District ("District") and Northern California Laborers ("Professional") with respect to the following recitals:

- A. Government Code Section 53060 authorizes the employment of persons to perform special services as independent contractors;
- B. The public interest, convenience, necessity, and general welfare will be served by this Agreement.

NOW, THEREFORE, Professional and District agree as follows:

1. Professional Services. Professional shall furnish to District the following services:

To provide training sessions that fall under the umbrella of "Infrastructure Construction Skills" (Exhibit "A") as professional development at site(s) to be determined by District. Professional will provide all necessary curriculum and supplies for each training session as listed in Exhibit "A."

Professional may determine the method, details, and means of performing the services, however, will present content and materials in a manner to only represent District. The District shall not have the right to, and shall not, control the manner or determine the method by which Professional accomplishes these services. The service delivery will follow acceptable standards of educational practice.

2. Term. The professional services described in Paragraph 1 shall commence on January 1, 2021 and end on December 31, 2021 unless terminated pursuant to Paragraph 6.
3. Payment. In consideration of the services to be rendered by Professional, District agrees to pay as follows: In accordance with prices noted on Exhibit "A", Professional will receive \$22,000 per cohort training for agreed session duration(s). The District reserves the right to cancel a cohort if a minimum of 15 participants are not achieved.
4. Independent Contractor Status. Professional, and any and all agents and employees of

Professional, shall perform this Agreement in their independent contractor capacity. Both parties acknowledge that professional is not an employee for state or federal tax purposes. Professional shall retain the right to perform services for others during the term of this Agreement so long as the other agreement/contract do not interfere with the service delivery to YUSD.

5. Indemnity. The Professional, a party hereto ("indemnitor") shall indemnify, defend and hold harmless the District, other party ("indemnitee"), its officers, officials, employees, agents, directors and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs) of every nature arising out of or in connection with the assignment of this agreement, except such loss or damage which was caused by the active negligence of the DISTRICT other party ("indemnitee").
6. Termination of Agreement. Either party may terminate this Agreement at any time for any or no reason upon written notice to the other party. In the event of termination of this Agreement before its expiration, Professional shall be paid for satisfactory work performed to the date of termination. Satisfactory work includes the completion of any cohort that has commenced unless halted for health and safety reasons. The District may then proceed with the work in any manner the District deems proper.
7. Assignment. This Agreement is personal and shall not be assigned by Professional either in whole or in part. Any such purported assignment shall void this Agreement.
8. Insurance. Professional agrees to provide all necessary Worker's Compensation Insurance for Professional's employees, if any, at Professional's own cost and expense. Professional will additionally provide a certificate of Insurance evidencing coverage is current stating Yosemite Unified School District (YUSD) is "additionally insured".

Commercial general liability in not less than the following amounts per occurrence:

1. \$2,000,000 per occurrence, \$4,000,000 general aggregate coverage bodily injury, personal injury, and property damage. Proof that the policy does not exclude Sexual Molestation Coverage is required.
2. \$1,000,000 auto liability per accident for bodily injury and property damage.

Worker's compensation: Per statutory coverage as required according to the California

Labor Code, including employer's liability at limits of \$1,000,000 per accident
Professional liability: \$1,000,000 limit per occurrence, \$5,000,000 annual aggregate limit covering trainers' wrongful acts, errors and omissions.

9. Taxes. Professional agrees that Professional has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the professional pursuant to this Agreement will be reported to federal and state taxing authorities as required. District will not withhold any money from compensation payable to Professional. In particular, District will not withhold FICA (social security), state or federal unemployment insurance contributions, and/or state or federal income tax, or disability insurance. Professional is independently responsible for the payment of all applicable taxes.
10. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom notice is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed in the case of:

Agency: Northern California Laborers
Laborers' Community Service & Training Foundation (LCTF)
Representative: Leonard Gonzales
Address: 1001 Westside Drive
City, State, Zip: San Ramon, CA 94583-4098

District: Yosemite Unified School District
Representative: Glen Billington, Superintendent
Address: 50200 Road 427
City, State, Zip: Oakhurst, CA
93644

11. No Entitlement. Professional agrees that he or she has no entitlement to any future contracts or work from the District or to any employment or fringe benefits from the District.
12. Board Approval. The parties agree that the effectiveness of this Agreement may be contingent upon approval by the District's Governing Board.
13. Governing Law and Venue. This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The parties also agree that in the event of litigation venue shall only lie with the appropriate state court or federal court located in Madera County.
14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Professional and the District and their respective heirs, executors, administrators, or successors.
15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
16. Amendment. The term of this Agreement shall not be amended in any manner whatsoever except by written agreement signed by the parties.
17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no understandings, agreements, representations, or warranties, expressed or implied, not specified in this Agreement.
18. Licenses. Professional represents that Professional and all agents or employees of professional are properly licensed by the State of California to perform all of the services which Professional has agreed to render pursuant to this Agreement.
19. Compliance with Law. Professional agrees to perform the services contemplated by the Agreement in a professional and a competent manner and in compliance with all state or federal laws or regulations governing the services to be rendered pursuant to this Agreement.

20. Equal Employment Opportunity. The Professional will comply with YUSD Board Policy related to Equal Employment Opportunity, per Government Code 87100, it seq. Title 5, Section 53000, et seq, also including federal regulations for "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
21. Anti-Lobbying (31 U.S.C. 1352). For Contracts of \$100,000 or more the Professional will complete the Attachment E.1 -Anti-Lobbying Certification as per required by 31 U.S.C. 1352 . Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
22. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) Contracts of amounts in excess of \$100,000 shall contain a provision that requires the Professional to agree to comply with all applicable standards, regulations issued pursuant to the Clean Air Act (12 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
23. Debarment and Suspension. No Professional Service Agreement shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689.
24. Rights to Inventions Made Under a Contract or Professional Service Agreement. For the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency.
25. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first-above written.

Professional: Northern California Laborers

District: Yosemite Unified School District

By  _____

Printed Name: Leonard Gonzales
Executive Director

Date: February 11, 2021

Tax ID# 26-1092178

By _____

Printed Name: Glen Billington,
Title: Superintendent

Date:

EXHIBIT "A"

The Northern California Laborers will provide the following contracted services for Yosemite Unified School District:

Program Description	Total Price
<p>Laborers' Infrastructure Construction Skills Boot Camp</p> <p>This 120-hour boot camp will provide training in infrastructure construction skills. The 120 hours will be completed over a 4-week period at (8) hours a day, 5 days per week.</p> <p>Rate of \$22,000 per cohort to include: instruction, any and all per diem, travel subsistence, mileage, books, trainer material/supply costs associated with training.</p> <p>Curriculum for LiUNA Pre-Apprenticeship Construction Boot Camp (120 hours) includes:</p> <ul style="list-style-type: none"> General orientation to apprenticeship careers OSHA-10, CPR and FirstAid Construction math Hazardous Waste Removal Fundamentals of Construction / Work Simulation 	<p>\$22,000</p>

All training will be held at a location selected by the Yosemite Unified School District.

Invoices for services to be provided to the Yosemite Unified School District with full documentation quarterly (if required) at the following address:

Dr. Stephanie Osowski
Principal, Yosemite Adult School
50200 High School Rd
Oakhurst, CA 93644

