

Fresno Unified School District
CONTRACT SUMMARY 2012-13

- ALL contracts for the 2012-13 school year will be "bundled" for submission to the Board for approval.
- Contracts should include all potential expenses for the entire 2012-13 school year so that addendums will not be necessary later in the year.
- Approval will be obtained from K-12 Supervisors and State and Federal (if categorically funded) prior to submission for approval by the Board.
- Please fill in **ALL** information below.

SCHOOL/DEPARTMENT	SITE CONTACT	PHONE
Webster Elementary	Stacey Swartout	457-3430
VENDOR NAME		
City of Fresno: Parks and Recreation		
DESCRIBE SERVICES TO BE PROVIDED		
Contractor through its Parks, After School, Recreation and Community Services Department, agrees to provide: thirty (30) science sessions, two (2) Family Science Nights, two (2) cat presentations, two (2) magician presentations, two (2) master falconer presentations, and 5 grade level focused field trips, located at Fresno Unified School District's Webster Elementary School.		
CONTRACT AMOUNT	BUDGET #	
\$43,010	060-0480-3181-4300-1110-1000	
CONTRACT START DATE	CONTRACT END DATE	
September 7, 2012	June 7, 2013	
SPSA (Single Plan for Student Achievement): Site SPSA page # reference		
Pg 21 #50		

Principal Approval Kelli Wilkins Signature 7/17/2012 Date

Attach this form to completed contract (including vendor signature) and checklist.
Submit to Maria Majorek-Hockert, School Support Services (457-3874)
Deadline: May 15, 2012.

**FRESNO UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

GENERAL INFORMATION:

School/Department: Webster Elementary
Budget Class: 060-Restricted

Requisition #:

District Contact Person: Stacy Swartout

Budget Manager Approval: Stacy Swartout

Contractor Vendor Name: City of Fresno PARCS

Contractor's Contact Person: Manuel I. Hernandez

Contractor Phone Number: (559) 621-6621

Contractor E-mail: manuel.hernandez@fresno.gov

Contractor Address, State, Zip Code: 848 M Street Fresno CA 93721

Contractor's Taxpayer Identification # or SSN: 94-6000338

This Independent Contractor Services Agreement is made and entered into effective September 10, 2012 by and between the Fresno Unified School District and City of Fresno Parks and Recreation.

1. Contractor Services. Contractor agrees to provide: Contractor, through its Parks, After School, Recreation, and Community Services Department, agrees to provide: thirty (30) Science Sessions, two (2) Family Science Night, two (2) Cat Presentation, two (2) Magician Presentations, two (2) master falconer Presentations, and 5 grade level focused field trips, located at Fresno Unified School District's Webster Elementary School. The parties anticipate that Contractor will provide these services 43 days at 8 hours per day.
2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement. Contractor's qualifications shall be specified in attached VITA.
3. Term. This Agreement shall begin on September 10, 2012 and shall terminate on June 7, 2013. There shall be no extension of the term of the agreement without express written consent of all parties.
4. Payment. District agrees to pay Contractor at following rate of \$43,010.00 per contract. Checks will be made payable to City of Fresno: Parks and Recreation. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.
5. Incidental Expenses:
 - a. Lodging \$0 _____ Actual cost of single occupancy. Not to exceed \$100 per night.
*Receipt Required.
 - b. Meals \$0 _____ Reimbursement limited to actual cost up to the following rates:
Breakfast \$6.00, Lunch \$9.00, Dinner \$15.00. *Receipt Required.
 - c. Travel \$0 _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies \$0 _____ As negotiated with school/department contracting for service.
 - e. **Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$43,010**
Contract will not be authorized to exceed \$15,000 without Board of Education approval.

6. California Residency. Contractor is a resident of the state of California: YES NO
If "NO", Contractor shall complete and attach California Form 590-Withholding Exemption Certificate.
7. Conflict of Interest. Contractor does not have, or anticipates having, any interest in real property, investments, business interests in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
8. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper
9. Indemnification. Contractor shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by District, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Contractor or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

District shall indemnify, hold harmless and defend Contractor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Contractor, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of District or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of Contractor or any of its officers, officials, employees, agents or volunteers, and District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

10. Insurance. It is understood and agreed that Contractor and District maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.
11. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
12. Worker's Compensation Insurance. Contractor agrees to provide all necessary worker's compensation insurance for Contractor's employees, in any, at Contractor's own cost and expense.

13. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor 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 Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
14. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent on the District.
15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
16. 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 provision hereof.
17. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.
19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:
Paul Rosencrans
Purchasing Department
Fresno Unified School District
4498 N. Brawley Ave.
Fresno, California 93722

Contractor:
Bruce A. Rudd
City of Fresno
PARCS
848 M Street, 3rd Floor
Fresno, Ca 93721-2760

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 E. Tulare Street
Fresno, California 93721

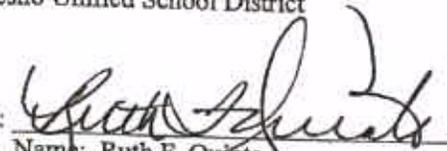
20. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
21. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

22. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
23. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
24. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
25. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

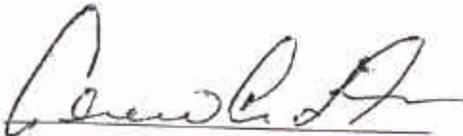
By: 
 Name: Ruth F. Quinto
 Title: Deputy Superintendent/CFO

CONTRACTOR

City of Fresno Parks, After School Recreation, and
 Community Services

By: 
 Name: Bruce A. Rudd
 Title: Assistant Manager

Approved As To Form:



Date: 7/16/12

ATTEST:
 YVONNE SPENCE
 Clerk, City of Fresno

By: Cindy Bruer 10/29/12
 Deputy Date

APPROVED AS TO FORM:
 JAMES C. SANCHEZ
 Fresno City Attorney

By:  10.16.12
 Senior Deputy Date

**City of Fresno
Informal Life and Environmental Science Program
Draft Proposal 2012 - 2013**

FUSD Webster Stacy 230-7685

<p>Informal Science \$528.00 per session</p>	<ul style="list-style-type: none"> ✓ 30 sessions ✓ 2 informal science instructor ✓ Minimum of 6 hours ✓ 150 students per session <p style="text-align: right;">Total for 30 sessions \$15,840.00</p>	<p>The Informal Science Program will provide 30 sessions to instruct and coordinate informal science, art, and music for the students enrolled at Webster K-6</p>
<p>2 Family Science Nights</p>	<ul style="list-style-type: none"> ✓ Mobile Science Workshop Vehicle ✓ 10 informal educators ✓ Minimum 6 hours ✓ 300 students <p style="text-align: right;">\$1,732.50 Per event</p>	<p>The Informal Science Program will provide 2 Family Science Nights. Family involvement is the key to student successes. Research confirms that when parents are engaged, student's academic performance increases.</p>
<p>2 Cat Presentation</p>	<ul style="list-style-type: none"> ✓ One hour power point presentation ✓ Coins for cats program ✓ Live cheetah ✓ Up to 300 participants <p style="text-align: right;">Per Presentation \$605.00</p>	<p>A one hour power point presentation, with a live cheetah named Tango. The presenter will give an overview of his own work in the field of raising cats. He gives detailed information about cheetahs and their lifestyles and how they are in the process of saving them from being endangered.</p>
<p>2 Life & Environmental Magician</p>	<ul style="list-style-type: none"> ✓ One hour live magic presentation ✓ Up to 300 participants <p style="text-align: right;">Per Presentation \$385.00</p>	<p>Incorporating magic into the educational format aids in the retention of the educational information and of the stewardship message of reduce, reuse and recycle. The magician borrows his powers from nature, water, fire, air, and earth are used to educate and tell the story of our planet in a magical performance. The ultimate outcome of the program is to excite students about science and educate communities about their resources-water, air, energy.</p>
<p>2 Master Falconer</p>	<ul style="list-style-type: none"> ✓ One hour presentation ✓ Live Birds with prey ✓ Up to 300 participants <p style="text-align: right;">Per Presentation \$605.00</p>	<p>A one hour presentation by Master falconer and naturalist-educator Cat Krosschell, of Fresno. She is accompanied by a live peregrine falcon, a red-tailed hawk and a great horned owl.</p>
<p>Disney on Ice</p>	<ul style="list-style-type: none"> ✓ Two hour presentation ✓ 56 participants ✓ Transportation provided ✓ Snacks provided <p style="text-align: right;">\$2,310.00</p>	<p>Informal Science Program will provide the excursion for students chosen by the school. Students will understand the law of physics through the interpretation of ice skaters jumps and rotating.</p>
<p>Monterrey Bay Aquarium</p>	<ul style="list-style-type: none"> ✓ 56 participants ✓ Guided Tour of the Aquarium ✓ Walk on the beach ✓ Live shows and programs 	<p>Informal Science Program will provide the excursion for students chosen by the school. Monterey Bay Aquarium is inspired on action for</p>

	<ul style="list-style-type: none"> ✓ Transportation provided ✓ Lunch, Snacks, Dinner <p style="text-align: center;">\$3,300.00</p>	<p>conservation of the oceans. Students will learn what they are doing at the state and federal levels to protect the oceans and how you can help a future with healthy oceans.</p>
San Jose Tech Museum	<ul style="list-style-type: none"> ✓ 70 participants ✓ Guided tour by our educators ✓ IMAX theater ✓ Transportation provided ✓ Lunch, Snacks, Dinner <p style="text-align: center;">\$4,400.00</p>	<p>Singularly focused on inspiring the innovator in everyone it reaches. Truly hands on and interactive exhibits, divided among themed galleries, offer guests a truly memorable experience. The Hackworth IMAX Dome Theater and various unique museum programs make a visit to the bright, mango-colored Tech one you won't soon forget.</p>
San Francisco Exploratorium	<ul style="list-style-type: none"> ✓ 53 participants ✓ Guided tour by our educators ✓ Hands on Exhibits ✓ Transportation provided ✓ Lunch, Snacks, Dinner <p style="text-align: center;">\$5,665.00</p>	<p>Informal Science Program will provide the excursion for students chosen by the program. Exploratorium's provide things to do at the museum, hands-on activities, about important science topics. By making science visible, touchable, and accessible, our explore-for-yourself way of learning and teaching impacts science education worldwide.</p>
China Peak	<ul style="list-style-type: none"> ✓ 61 participants ✓ Snowboarding lesson ✓ Snowboarding equipment ✓ Lift ticket ✓ Transportation provided ✓ Lunch and Snacks <p style="text-align: center;">\$4,840.00</p>	<p>Informal Science Program will provide the excursion for students chosen by the program. China Peak offers an excellent Educational Program. Students will experience the friction between the board and the snow. They will have to learn the force of gravity to be able to stop the board as they fly down the slope.</p>
<p>Start Date: September 7, 2012 End Date: June 7, 2012</p> <p>Day of Service: Fridays 8:00am-2:30pm (K-6)</p> <p style="text-align: center;">Total Proposal- \$43,010.00</p>		

