

**GILROY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

The following is an Agreement by and between GILROY UNIFIED SCHOOL DISTRICT (the “District”) and Planned Parenthood Mar Monte (“Consultant”).

RECITALS

- A. The District requires certain; educational services described below; and
- B. The Consultant represents that it is qualified and available to provide such services.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions the District and Consultant hereby agree as follows:

- A. TERM.** The term of this Agreement (the “Term”) shall commence on February, 10, 2023 and end on June 30, 2023 unless the work is completed or the Agreement is terminated sooner.
- B. SERVICES.** Consultant has submitted a Proposal dated February 10, 2023 (the “Proposal”), which is accepted by the District and incorporated herein by this reference to the extent not inconsistent with the terms and conditions of this Agreement. As needed and requested by the District, Consultant shall perform in a competent and professional manner satisfactory to the District, the services described in **Exhibit A**, Proposal attached hereto and incorporated herein by reference (collectively, the “Services”).
- C. COMPENSATION.** In exchange for the satisfactory performance of the Services, the District will pay Consultant not to exceed \$ 9,850. Payment will be made for services completed to the satisfaction of the District, at the rates specified on **Exhibit A**, upon receipt of an itemized billing by Consultant. No final payments shall be authorized until all reports have been rendered to and approved by the district. All invoices for services must be submitted to the District within 30 calendar days after services are performed. Subject to and upon approval of the District, payment of invoices shall be made within 60 days after Consultant submits invoices and any other requested documentation. For purposes of this Agreement, “payment” shall mean the act of depositing checks in the United States Postal Service mail for delivery to the Consultant.
- D. DISTRICT OWNERSHIP.** All data and information provided for and/or used by Consultant shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute “works made for hire” by or for the District and the District will be the “author” of all such reports under applicable copyright laws.
- E. INDEPENDENT CONTRACTOR STATUS.** It is understood that Consultant is an independent contractor, is responsible for accomplishing the results required herein, and District shall not be liable to Consultant for any payments, benefits, loss, costs, expenses, or injury or damages to Consultant’s person or property, except the District’s liability to Consultant for his compensation for services performed herein. Consultant shall not be entitled to receive any benefits normally provided to District’s employees, including health insurance benefits, paid vacation, or any other employee benefits. The District shall not be responsible for withholding income or other taxes from payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement. A 1099 tax form will be provided to Consultant for services rendered at the end of each calendar year.

Consultant states and affirms that it is acting as a free agent and independent Consultant, maintains a place of business at the address indicated in the signature page, and that this Agreement is not exclusive. Consultant may enter any other contracts as Consultant sees fit providing that such contract does not

interfere with any services that Consultant is currently providing the District or that might be deemed to be a conflict of interest with the best interests of the District.

F. COMPLIANCE WITH LAWS. Consultant shall comply with all federal, state and local laws and ordinances governing the operation of this Agreement. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting and TB clearance requirements of the California Education Code and shall provide certifications satisfactory to the District, in substantially the form attached hereto as **Exhibit B**.

G. CONFIDENTIALITY. The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Consultant agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observations, documentation or otherwise, in strict confidence and shall not without prior permission of the District disclose to anyone any such confidential information. Consultant shall not at any time or in any manner, either directly or indirectly, use any confidential District information for Consultant’s own benefit. Consultant will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

If Consultant discloses (or threatens to disclose) information in violation of this Agreement, the District shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such information, of from providing any services to any party to whom such information has been disclosed or may be disclosed. The District shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

H. INDEMNIFICATION; INSURANCE.

USE THE FOLLOWING IF CONTRACTING WITH A PRIVATE PARTY OR NON-PROFIT PROVIDER

To the fullest extent allowed by law, Consultant shall, at its expense, hold harmless, indemnify and defend the District and its Board members, officers, agents, representatives and employees (“indemnified parties”) from any and all claims, demands, losses, liabilities, claims, suits and actions (“claims”) of any kind, nature and description, including but not limited to personal injury, death, property damage and Consultants and/or attorney fees and costs, directly or indirectly, arising or resulting from the performance of this Agreement or any action or inaction done, permitted or suffered by Consultant in connection with this Agreement, unless the claims are caused by the sole negligence or willful misconduct of the District. The District has the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties. This provision shall survive the termination of this Agreement.]]

Prior to performance of any Services, Consultant shall provide evidence that it has obtained, and will maintain during the Term of the Agreement, the types and amounts of insurance required by the District, as specified in **Exhibit A**.

I. TERMINATION AND SUSPENSION.

- a. **For Cause.** If Consultant fails to perform its obligations under this Agreement, the District will provide written notice specifying each breach for which notice is being given. If Consultant fails to cure such breach(es) within 14 days of such notice (or to make arrangements for cure that are satisfactory to the District, if the breach is such that more than 14 days are required to cure), then the District may elect to terminate this Agreement for cause. Any such termination for cause will become effective upon the date set forth in the District’s written notice to Consultant of its election to terminate.
- b. **For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon 30 days prior written notice to Consultant, in which case the District will pay Consultant as provided in Paragraph C,

above, for all Services actually performed, and all authorized expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination. Such payment shall be Consultant's sole and exclusive compensation and the District shall have no liability to Consultant for any other compensation or damages, including, without limitation, anticipated profits, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

J. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all prior agreements, discussions, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the prior written consent of each party.

K. ASSIGNMENT OR SUBLETTING. This Agreement shall not be assigned or sublet to any other person or persons except with the District's written consent.

L. ATTORNEYS FEES. In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, the party prevailing in such dispute shall be entitled to recover, and the other party shall pay, all reasonable fees and expenses incurred in connection therewith.

M. NOTICE. Unless otherwise specified in this Agreement or agreed to in writing by the Parties, notices and any other information required or contemplated under this Agreement may be given by first-class U.S. mail, express delivery service, or facsimile transmission at the addresses indicated on the signature page.

N. GOVERNING LAW; VENUE. This Agreement shall be construed and interpreted pursuant to the laws of the State of California, without regard to any conflict of laws principles. Jurisdiction and venue shall be in the superior courts of Santa Clara County, wherein this Agreement shall be deemed to have been executed and Services, Work and products furnished. Any attempt to remove venue to another jurisdiction, unless mutually agreed in writing, shall constitute a material breach of this Agreement.

O. WAIVER. Waiver of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by either party of any breach or default shall not constitute a waiver of any other provision or of any subsequent breach or violation of any provision of this Agreement. Acceptance by the District of any Services shall not constitute a waiver of any of the provisions of this Agreement or of any indemnification or insurance obligation of Consultant.

O. AUTHORITY TO EXECUTE. The person executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind

Consultant to the performance of its obligations hereunder. Furthermore, Consultant represents that it is legally authorized to provide the Services within the State of California.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

GILROY UNIFIED SCHOOL DISTRICT

[CONSULTANT NAME]

By: _____
Name: Alvaro Meza
Title: Assistant Superintendent/C.B.O
Date: _____

By: Courtney Macavinta
DocuSigned by:
Name: Courtney Macavinta
Title: Vice President of Learning
Date: 2/23/2023

Address for Notice:

7810 Arroyo Circle
Gilroy, California 95020
Attn: _____
Phone: 669-205-4000
Email: alvaro.meza@gilroyunified.org

1691 THE ALAMEDA

SAN JOSE CA 95126

Attn: 4083801804
Phone: _____
Email: courtney_macavinta@ppmarmonte.org

Information Concerning Consultant:

State of incorporation or formation: _____
Type of Business Entity:

License #: _____
TIN: _____

- Corporation
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

Employer Identification Number and/or Social Security Number
NOTE: The Code of Federal Regulations, Sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number ("EID" or "TIN"). The regulations also provide that a penalty may be imposed for failure to furnish the EID or TIN. To comply with these regulations, the District requires your EID, TIN or SSN, whichever is applicable.

FOR DISTRICT OFFICE USE

Funding Code: _____

Funding Program: _____

Form approved by District Legal Counsel 5/26/2020

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 12 10 11 97. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name the District, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the District will be excess thereto. Such insurance will be on an “occurrence” basis, except professional liability will be on a “claims made” basis, and will not be cancelable or subject to reduction except upon a thirty day prior written notice to the District.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 10 01, including symbol 1 (Any Auto).

D. Consultant will furnish to the District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by the District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Originals of the duly authenticated Certificates of Insurance and Endorsements will be included with this Agreement as **Exhibit C**.

VIII. AMENDMENT TO SERVICES. The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

IX. ADDITIONAL TERMS AND CONDITIONS. The following terms and conditions have been negotiated by the Parties and, to the extent of any conflict between the following provisions and the terms of the Agreement to which this **Exhibit A** is attached, the following provisions control.

None.

See below.

EXHIBIT B
TO AGREEMENT FOR EDUCATIONAL SERVICES WITH
Planned Parenthood Mar Monte, dated February 10, 2023

CERTIFICATIONS

- None.
- See Attached, the following (check all applicable):
 - Fingerprinting/Criminal Background Certification.
 - Tuberculosis Clearance.
 - Other; _____.

EXHIBIT B
CRIMINAL RECORDS (FINGERPRINTING) CERTIFICATE

(All Consultant/Contractors must complete this Certificate)

I, the undersigned, am an authorized representative of _____, the Consultant/Contractor under the above-numbered Agreement. In that capacity, with respect to Education Code §§ 45125.1 and 44237, I do hereby *certify, represent and warrant* to District's Superintendent and Board, on my behalf and on behalf of Consultant/Contractor as follows (check all that apply):

- No fingerprinting/ background check clearance is required for any Provider (defined below) pursuant to Education Code §45125.1(a) because no Provider will have any opportunity to interact with District pupils outside the immediate supervision and control of their parent, legal guardian or a District employee or to receive or access any confidential student information or records.

In checking this box, I commit to immediately notify District, in writing, if any changes to the work or services under the Agreement will result in allowing any Provider to have such contact with a District student or to receive or access any confidential student information or records.

Initial Here _____

- Consultant/Contractor has been informed by the District that the requirements of Education Code §45125.1 do not apply because the Services under the Agreement are being provided in an emergency or exceptional situation, as follows (check as appropriate and explain briefly):

The health or safety of pupils is endangered due to: _____

The following repairs are urgently needed to make the following District facility(ies) safe and habitable: _____

Other (explain): _____

- Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code §45125.1(a) for all Providers.

- Consultant has complied with the fingerprinting and criminal background investigation requirements for all Providers as well as for the following persons identified by District pursuant to §45125.1(c) (list the name and last name of any additional persons identified by District for background checks. Use additional sheets if needed):

_____.

In connection with each Provider and any other persons identified by District under §45125.1(c), Consultant/Contractor certifies, represents and warrants that:

1. On the date hereof Consultant/Contractor has, or will have prior to allowing such Provider to enter any District site or have an opportunity to interact with any student or receive or access any confidential student information or records, a valid criminal records summary as described in Education Code §44237;
2. Consultant/Contractor will ensure that no Provider enters a District site or have an opportunity to interact with any student or receive or access any confidential student information or record until it has received notification from the California Department of Justice (pursuant to

Education Code §45125.1(d)(1)), that such Provider has no pending proceeding(s) or conviction(s) for any felony defined in Education Code §45122. 1;

- 3. Consultant/Contractor will immediately provide to District any subsequent arrest and conviction information it receives concerning any Provider;
- 4. Consultant/Contractor will not permit any Provider to access or use any District property or facility or interact with any District pupil in violation of any provision of Education Code §45125.1; **AND**
- 5. Pursuant to §45125.1(f), Consultant/Contractor will not authorize or allow any Provider convicted of a felony defined in Education Code §45122. 1 to enter any District site or have an opportunity to interact with any student or receive or access any confidential student information or records or to provide any work or service that might allow such Employee opportunity to interact in any way with any District pupil.

Consultant/Provider understands and agrees that for purposes of this Certificate, the term “Provider” each Consultant/Contractor employee, volunteer, subconsultant/subcontractor or other person providing work or services relating to the Agreement under the Consultant/Contractor’s direction and control. Furthermore, any individual operating as a sole proprietor shall be considered a Provider. In addition, Consultant/Contractor shall ensure that each subconsultant/subcontractor who is a separate legal entity complete and deliver this Certificate or Consultant/Contractor shall assume responsibility for compliance of each person employed by subconsultant/subcontractor as if such person were directly employed by Consultant/Contractor.

By/Signature: _____
 Representative’s Name: _____
 Title: _____
 Date: _____

EXHIBIT B
Health and Safety Requirements for Contractors/Consultants
(TB and COVID-19 Certifications)

The District is committed to providing a safe environment and requires Consultant/Contractor under the above numbered Agreement to fully comply with and abide by all applicable laws, regulations and guidance concerning health and safety, including but not limited to applicable risk assessment or testing relating to tuberculosis, COVID-19 and other infectious diseases. To that end, Consultant/Contractor must complete this Certificate and deliver it to the District.

I, the undersigned, am an authorized representative of _____, the Consultant/Contractor under the Agreement. By executing and delivering this instrument, Consultant/Contractor *certifies, represents and warrants* to the District’s Superintendent and Board of Trustees, in connection with each Consultant/Contractor employee, volunteer, subconsultant/subcontractor or other person providing work or services relating to the Agreement under the Consultant/Contractor’s direction and control (each, a “Provider”), as follows:

TB Certification. With respect to Education Code § 49406, I certify that (check all that apply):

- No Provider shall come in contact with any District pupil because Services will be provided at an unoccupied school site or remotely only. Thus, no TB assessments/exams are needed.
- Consultant/Contractor shall comply (and shall ensure that each subconsultant/subcontractor complies) with the TB requirements with respect to each Provider accessing any District facility or otherwise likely to be in proximity to or come into contact with District students. Furthermore,

1. only the Providers named below will enter a District facility and/or have contact with District students. At no cost to District, each of them has submitted to the required TB risk assessment and, if deemed necessary by a physician/surgeon, a TB test within the 60 days prior to the date hereof (or, if this is a renewal or extension of an existing contract, within the last four years), all in compliance with § 49406.

(LIST ADDITIONAL NAMES ON ATTACHED SHEET(S) OF PAPER, IF NEEDED)

2. Consultant/Contractor will not allow any Provider to enter any District facility and/or have contact with District students until it has received documentation that the person was examined and found free from active TB. Consultant shall maintain and regularly update such certificates/documentation which will be made available to the District upon request.

By/Signature: _____

Name/Title: _____

Date: _____

COVID19 Certification. By executing and delivering this instrument, Consultant/Contractor *certifies, represents and warrants* to the District’s Superintendent and Board of Trustees that:

1. Consultant/Contractor, it is fully aware of an in compliance with all relevant guidance, regulations and laws concerning COVID-19 health and safety, as in effect and applicable on the date of the Agreement (collectively, “COVID19 Procedures”), including but not limited to:
 - The guidelines and requirements of the Santa Clara County Public Health Department (“County”) (<https://covid19.sccgov.org/public-health-orders>).
 - The guidelines and requirements of the State of California (“State”) (<https://covid19.ca.gov/>), including those promulgated by Cal/OSHA, such as COVID-19 Prevention Emergency Temporary Standards.
 - The state, federal and local guidance and requirement applicable to K-12 school districts, including the District’s policies and procedures currently in effect.
2. As the authorized representative of Consultant/Contractor, I will ensure that all Providers accessing any District facility and/or having any contact with District students abide by the applicable COVID19 Procedures, including but not limited to any vaccination, social distancing and masking requirements in effect while providing work or services under the Agreement.
3. I will ensure that no Provider enters any District facility or interact with any pupil or District employee if they or anyone in their household has symptoms of or has tested positive for COVID-19, or if they have been exposed to anyone who has symptoms or tested positive for COVID-19.
4. I will maintain records evidencing compliance with any applicable requirements (such as vaccination) and will provide such records to (or as directed by) District upon request.
5. Consultant fully releases and discharges District from, and agrees to protect District against, any liability, cost or loss arising from or relating to any Provider COVID-19 infection.

Consultant/Contractor: _____
 By (signature): _____
 Name of Representative: _____
 Its (Title): _____
 Date: _____

Scope of Services

Customer: Gilroy Unified School District

Description of Services: To meet the mandates of the CA Healthy Youth Act, Planned Parenthood Mar Monte (PPMM) will enroll the districts' 766 students Middle School students and 968 High School students in Planned Parenthood Mar Monte's asynchronous comprehensive sex education digital learning. Students will complete the series on their own or facilitated by their teacher via an online portal provided by PPMM. The series consists of **13 lessons**, including quizzes and resource links. Lessons cover CA Healthy Youth Act topics such as Birth Control, Pregnancy Options, Minor Consent services, STI/HIV prevention, communication, condom negotiation, and consent and health relationships. In addition, topics such as sexual orientation, gender identity, and sex trafficking will also be covered in alignment with the CA Healthy Youth Act requirements. High school students will get the PPMM Sex Ed for High school students and Middle School students will receive the PPMM Sex Ed for Middle School students.

PPMM will work with individual sites to set up courses for cohorts of students and provide teachers administering the digital learning journey with technical support. PPMM will provide instructions for students and/or teachers for enrolling in the online platform.

Request: Enrollment of 968 high school and 766 middle school students attending GUSD schools into PPMM's asynchronous digital learning journey sex education series.

Fees: Digital learning journey enrollment is priced at \$10 per student.

Discount amount: \$7,490

Estimated costs: $1,734 \text{ students} \times \$10 = \$17,340 - \$7,490(\text{discount}) = \$9,850$