

LOS ANGELES COUNTY OFFICE OF EDUCATION  
 CONTRACT  
 FOR  
 SPORT2 PROFESSIONAL DEVELOPMENT  
 CURRICULUM AND INSTRUCTIONAL SERVICES (CIS)

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE", and

SAN MARINO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's Curriculum and Instructional Services Department in partnership with the Department of Mental Health (DMH) and through the California Mental Health Services Authority (CalMHSA) will provide SPORT2 professional development to align district practices and policies with AB2246, Multi-Tiered System of Support (MTSS) and Positive Behavioral Interventions and Supports (PBIS) to include development of a safe environment, resiliency, mental health services and social emotional learning. SPORT2 professional development will be administered in accordance with the terms and conditions of this contract and Exhibit A, Scope of Work, attached hereto, incorporated herein, and made a part hereof. LACOE's project manager is Dotti Ysais.

2. TERM OF CONTRACT

This Contract is effective January 7, 2020 and shall remain in effect through June 30, 2020.

3. PAYMENT

LACOE shall reimburse the District an amount not to exceed Seven Thousand Eight Hundred Fifty-Five Dollars (\$7,855.00) as specified in Exhibit A. Any work performed, or reimbursement sought by the District in excess of this amount shall not be considered by LACOE, unless this Contract is so amended by written amendment. Reimbursement shall be made upon completion and acceptance of the reimbursement documentation required under the terms of this agreement.

4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and LACOE as their interests may appear.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:  
Contracts Section  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 Imperial Highway  
Downey, CA 90242-2890

District:  
1700 Huntington Drive  
San Marino, CA 91108  
Attention: Don Duranso

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1

13. TUBERCULOSIS TESTING

District's employees and/or representatives that come into contact with LACOE staff must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

14. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor Agency including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

15. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/Public Agency shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

16. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

17. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

18. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

19. SEVERABILITY/WAIVER

- 19.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- 19.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

20. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

21. TERMINATION

The Contract may be terminated by LACOE upon written notification.

22. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

23. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

24. COMPLIANCE WITH LAW

LACOE and District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LACOE and District warrant that they have all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by the other, provide evidence of same.

25. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

26. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

27. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

29. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and

maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

30. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

31. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

32. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

33. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office Of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

34. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

35.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

35.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,

35.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

36. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

SAN MARINO UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Patricia Smith  
Chief Financial Officer

By  \_\_\_\_\_

Jason Kurtenbach

Typed or Printed Name

Title Executive Director of Curriculum & Instruction

Date \_\_\_\_\_  
Lm 1-13  
Report 1/6/20

Date 1-13-20

**EXHIBIT A**  
**SCOPE OF WORK**

The Los Angeles County Office of Education (LACOE) Center for Distance and Online Learning (CDOL) and the Los Angeles County Department of Mental Health (DMH) have partnered to provide local education agencies with high-quality professional development to learn more about aligning district practices and policies with AB 2246, Multi-Tiered System of Support (MTSS), and Positive Behavioral Intervention and Supports (PBIS). Trainers will be coached and assisted during the two-year *SPORT*<sup>2</sup> Project, through the initial implementation of their Suicide Prevention and MTSS plan, which will include development of a safe environment, resiliency, mental health services and addressing the multiple social-emotional learning needs of students.

Districts will select **four***SPORT*<sup>2</sup>**Trainers**. Optimal participation will consist of administrators, counselors, mental health service providers, school psychologists and/or MTSS/SEL support staff. These trainers will work together to deliver suicide prevention and student resiliency content to teachers, school administrators and school-based mental health support staff.

**The *SPORT*<sup>2</sup> Trainers will:**

- Attend a no-cost, 2-day professional development to support capacity building and implementation of the MTSS/PBIS frameworks along with AB 2246 guidelines, and trauma-informed practices.
- Provide (3) in-person trainings to at least two stakeholder groups within the district (staff, crisis team, and/or parents)
- Participate in webinars and on-line system of teacher training that follows AB 2246 guidelines.
- Support *SPORT*<sup>2</sup> project collaboration by participating in evaluations and surveys
- Provided with customized tools to reduce the stigma surrounding mental health, respond to early signs of mental health challenges, and make referrals to their MTSS/SEL support staff.
- Be supported through development and initial implementation of their local community plan.

**Participating Districts will receive:**

- No-cost, 2-day in-person professional development to create in-house district trainers who will become knowledgeable in student mental health issues and able to deliver targeted professional development to multiple audiences.
- Upon LACOE receipt of a signed contract, an Equipment Stipend will be advanced to the districts, charter schools and private schools for the purchase of four (4) digital devices with customized MTSS and implementation content for district upload of program content, project implementation and for support of stakeholder trainings and meetings. Purchase receipts must be emailed to [ysais\\_dotti@lacoe.edu](mailto:ysais_dotti@lacoe.edu) immediately after the purchase is executed.
  - The use of the devices will be limited to official *SPORT*<sup>2</sup> business only. District/Charter/Private School agree to exercise due diligence to protect and conserve these devices.
  - The equipment obtained by District/Charter/Private School will be managed and customized by District/Charter/Private School to adhere to the District/Charter/Private network's mobile device management protocols. End-users are not permitted to change any device settings.

- The District/Charter/Private School will be solely responsible for the management, maintenance, and support of these devices. LACOE will not be held responsible and/or liable for the management, maintenance, and/or support of these devices.
- The districts, charter schools and private schools will use the Equipment Stipend to purchase equipment for this program. The following *equipment* list is an example. The recipient may purchase this equipment OR may purchase mobile devices which satisfy their organization's mobile device policies/guidelines and management configuration.
  - 11-inch iPad Pro Wi-Fi 64 GB
  - AppleCare for iPad Pro
  - USB-C VGA Multiport Adapter
  - Apple Pencil (2<sup>nd</sup> Generation)
  - Smart Keyboard Folio for 11-inch iPad Pro – US English
  - USB-C Digital AV Multiport Adapter
  - USB-C to SD Card Reader
  - Case Logic 14.1 Laptop/iPad Slim Carrying Case
    - *NOTE: If there is a remaining balance from purchased equipment, Districts will NOT be required to reimburse LACOE. However, the balance shall be applied towards additional equipment purchase(s) to support and satisfy project deliverables. Equipment Stipend shall NOT EXCEED \$6,355.*
- At no-cost, districts will have access to:
  - online learning modules related to suicide prevention and student resiliency.
  - customized presentations geared toward delivering content to district and stakeholder groups.
  - support with MTSS, PBIS, LCAP alignment between systems.
  - receive coaching support from mental health specialists, technology, MTSS/PBIS, and trauma-informed practices from:
    - Los Angeles County Department of Mental Health Services (DMH)
    - Los Angeles County Office of Education (LACOE) Center for Distance and Online Learning (CDOL)

### **District Trainer Responsibilities:**

- Attend the no-cost, 2-day professional development workshop to support and sustain practices related to AB 2246 and MTSS Framework
- Participate in webinars and online learning communities for ongoing project and content support and collaboration.
- Provide necessary documentation to CDOL/Regional Consultant aligned with project quarterly reporting system:
  - Stakeholder Training Log
  - Stakeholder Training Sign-in sheets
- Participate in project evaluations and data collection by completing assessment/surveys at PD and during project period.
- Access 24/7 on-demand access to online learning modules for suicide prevention and student resiliency development.

- Utilize content and implementation tools to support capacity building.
- Utilize customized toolkit to present to Stakeholder/Gatekeeper groups (parents, teachers, crisis teams).

***SPORT*<sup>2</sup> District Administrator Responsibilities:**

- Provide project support and facilitate data collection/evaluation outcomes in collaboration with CDOL.
- The administrator is invited to attend Day 1 or 2 of the no-cost professional development.
- With *SPORT*<sup>2</sup> support, provide access to the *SPORT*<sup>2</sup> online learning modules by providing staff email addresses upon request.

**About the Professional Development:**

- 2-Day professional workshop TBD

**Payment Schedule – Two (2) Payments**

- 1) Equipment Stipend – This is for the purchase of four (4) digital devices. LACOE will advance an Equipment Stipend not to exceed \$6,355 (inclusive of sales tax and California recycling fee) upon a receipt of a signed contract.

*All receipts must be emailed to [Ysais\\_dotti@lacoed.edu](mailto:Ysais_dotti@lacoed.edu) immediately after the purchase is made.*

- *Receipt for the equipment purchased from the Equipment Stipend must be remitted to LACOE in order to be eligible to receive Deliverables Stipend.*

- 2) Deliverables Stipend - Upon completion of the project deliverables, a stipend of \$1,500 will be released to the district to cover the costs of supplies, teacher release time, and substitute teacher pay.

**The total of all stipends received by each district, charter school and private school shall not exceed \$7,855.00**

