

# A CIVIC PERMITS REQUEST IS REQUIRED FOR ALL VENDOR ACTIVITIES



Facility Use Dept.  
ceverhart@tUSD.net  
x1133  
Fax# 830-3269

## TUSD INTERNAL FORM NEW VENDOR REQUEST

Revised 5.3.21

If a school is hiring an Entertainment School Activity Vendor on District property for an assembly, restaurants, DJ, sports, photographer, etc., the vendor must be insured and Board Approved. For more details, refer to the School Activity Vendor Approval Instructions and Contract Approval/Signature Limitations. *If vendor is for educational instruction, training for staff, students or parents, paying a vendor with Title 1 funds, **disregard** this form and contact Ed Services Secretary for MOU/Board Agenda instructions.*

School employee completes this form (not the vendor), obtains site signatures below and sends to the Facility Use department. School informs proposed Vendor the Facility Use department will contact them for TUSD's requirements (Insurance, IRS W9 and vendor contract). When the vendor has provided the requirements, the Facility Use department prepares Board agenda for Vendor List Board approval.

School Name: Tracy/West/Kimball

School Contact: Jason Noll, Anabelle Lee, Ben Keller Email#: jnoll@tUSD.net; bkeller@tUSD.net; alee@tUSD.net

Does this vendor have significant unsupervised contact with students? Yes ☐ No ☒

Vendor Activity sponsored by: Site ☒ ASB ☐ Parent/Booster Club ☐

Method of Funding (required): Title 1 ☐ District ☒ ASB ☐ Parent/Booster Club ☐ MAA ☐ None ☐

Does the Vendor have a contract? Yes ☒ No ☐ If yes, send with this request

*Vendor must provide TUSD requirements at least two weeks prior to a Board meeting*

Vendor Business Name: Challenge Day

Provide detailed vendor activity: SEL assembly for students

Name of Program(S) or Show(S): Challenge Day Assembly

Date of Event(s): April 5,7,12/2022

Vendor Contact Name: Margarita Gonzalez Phone# (925) 381-1921

Email: margarita@challengeday.org Fax#: ( )

*Email address is required to send attachment samples*

Website: www.challengeday.org

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### School Site Signatures Required:

School Contact: <u>[Signature]</u>	Date: <u>2/11/22</u>
HS Activity Director: _____ (When applicable)	Date: _____
HS Athletic Director: _____ (When applicable)	Date: _____
Principal: <u>[Signature]</u>	Date: <u>2/11/22</u>

Required

Emailed vendor: \_\_\_\_\_

Board Meeting: \_\_\_\_\_

Board Approved: \_\_\_\_\_

## AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 2/1/2022 by and between Tracy High School (the "Client") and CHALLENGE DAY (the "Vendor"), a California 501(c)3 nonprofit corporation located at 2063 Main Street #437, Oakley, CA 94561. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

### Article 1: Statement of Services

A. Commencing on 4/5/2022 Vendor shall supply services, people and materials for the following:

See Attached List of Days, Addendum A

B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

### Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Client's Representative.

A. Rates for Services will be as follows:

Client to Pay \$9700 less scholarship of \$6366 subject to Terms of Scholarship attached to this Agreement, for a net of \$3334 which includes reimbursable expenses (outlined below).

See attached Invoice #16054 for details.

**ASSEMBLY:** A minimum of one hundred ten (110) and a maximum of one thousand five hundred (1500) student participants. Any breach of contract pertaining to student numbers will result in an additional charge or possible cancellation at the Client's expense. The max # is 1500 student participants only. Student participants must be recruited from the contracted school (Client) only. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are less or more than the agreed upon student participants.

B. Expenses:

1) Ground Transportation: Ground transportation to Client's site.

i. Mileage over thirty (30) miles from Vendor's office to Client's event venue will be billed to the Client at \$0.58 cents per mile, round trip.

ii. In the event that a California based facilitator is not available other travel expenses may be incurred, including air fare, hotel and car rental.

### Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, including reimbursable expenses as indicated shall be \$3334.

### Article 4: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your requested Challenge Day (s).

A. Client's requested days will not be confirmed until the 1st installment payment and an authorized Purchase Order for the full invoice amount has been received and credited to your school or organization's account by our administrative offices. All installments are welcomed as early as contracts are completed.

- B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.
- C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (and an approved Purchase Order for full invoice amount made payable no later than 30 days after the event.) Payment, Purchase Order and Contract are expected within 5 business days when booking within the 90 day period.
- D. Accounts that have not paid within 30 days of the program date and that have not submitted and received approval for a payment plan are subject to a .05% monthly finance charge. (6% annual finance charge).

Your requested program date is 4/5/2022.

Balance for program(s): \$3334

**Schedule of Installments**

Installment	Payment Due Date	Payment Amount	Balance Remaining
=====	=====	=====	=====
1st installment	3/6/2022	\$3334	\$0

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

Budget / Facilities  
 Department  
Patty Adams  
 Name  
Business Manager  
 Title  
209 830-3360 ext. 20  
 Phone/Ext.  
aadams@tusd.net 18  
 Email

**Article 5: Personnel to Be Provided**

Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be Gary Henderson or such person or persons as may be designated by the Client.

Vendor must have phone contact regarding final logistics with Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Client Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Client must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, Client must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If Client is unable to provide a 1 to 4 ratio of adults to student participants, the Client must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at the Client's expense if these conditions are not met.

**The Coordinator will:**

- A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to Client, as guides for coordinating participation and logistics for the program day(s).
- B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
- C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
- D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
- E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this agreement and the Challenge Day Coordinator's Handbook.
- ~~F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.~~
- G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

**Article 6: Facilities to Be Provided**

**ASSEMBLY:** Client to secure a private room free of columns or other structural obstructions and large enough for all participants (maximum 1500). Ideally an auditorium or the largest Gym with two sides of bleachers and floor seating in chairs. The ceilings must be at least 20' high. Vendor must have the ability to adjust lighting in the room as the lights will be turned off during a portion of the program; we require access to the light switches. There must be numerous, working electrical outlets and simple access to power supplies. The room should be scheduled for two (2) hours before and two (2) hours after the program start and ending times, of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, and any windows at or below eye level have been covered. Site must be confirmed three (3) weeks prior to the event(s).

**Article 7: Changes**

Client may, during the term of this agreement, request additions to the services furnished by the Vendor. Client reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of acceptance of such changes.

**Article 8: Cancellation And Termination**

- A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor 1st installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- C. If Client schedules program days with the Vendor and cancels sixty (60) days prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- D. Vendor must have phone contact regarding final logistics with Client's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
- E. If program days are canceled due to weather outside of listed items in Force Majeure Article, Client will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Client for the dates listed in Addendum A. If openings

exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Client will pay Vendor additional travel costs incurred for rescheduled event.

- F. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

#### **Article 9: Choice of Law**

The laws of the State of California shall govern this agreement and all transactions under it. Vendor agrees to submit to the jurisdiction of any court wherein an action is commenced against Client based on a claim for which Vendor has agreed to indemnify Client under this Agreement.

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#### **Article 10: Entire Agreement**

The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

#### **Article 11: Force Majeure**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

#### **Article 12: Insurance**

Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of \$1,000,000.

#### **Article 13: Disputes**

Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.

#### **Article 14: Mediation and Arbitration**

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation or, in absence of such election, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this Agreement. The mediation and arbitration, including arguments and briefs, shall be in the English language in the State of California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages or attorney's fees. The arbitrator shall apply the substantive law of the State of California. The award shall be in United States dollars. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses (including attorney's fees) and an equal share of the expense of the mediator and arbitrator and the fees of the AAA. The parties and their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the mediation and arbitration in confidence. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation or arbitration. A request

by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

#### **Article 15: Tools and Equipment**

Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment ("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Client, Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor's actions. Vendor agrees not to remove the equipment from Client's premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), Client must provide the equipment and supplies specified in the Challenge Day Coordinator's Handbook.

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#### **Article 16: Timely Performance**

If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Client thereof and include all relevant information concerning the delay or potential delay.

#### **Article 17: Title to Media / License to Use**

Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Client solely for the benefit of Client's employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Client shall pass to Client on full payment of invoice for the services associated with such media. Client expressly agrees that it does not have the right to reproduce or sub-license such media.

#### **Article 18: Ownership of Programs**

Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Client agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Client solely for the benefit of its employees and students.

#### **Article 19: Right to Use Ideas**

The ideas presented in the Vendor's programs may be used by Client and its employees, subcontractors and others working for Client without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

#### **Article 20: No Result or Benefit**

The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Client or those participating.

#### **Article 21: Representations**

Vendor represents to Client that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

**Article 22: Indemnity**

- A. The Client shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Client, its employee and agencies in the performance by the Client of this Agreement.
- B. The Vendor shall indemnify and save harmless the Client, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.
- C. The above indemnifications shall survive the termination of this Agreement.

**Addendum Regarding Indemnification for Program Content**

Vendor's Services do not include discussion or dissemination of "Critical Race Theory." Client understands, acknowledges and agrees that the Vendor's program participants and facilitators may discuss historical and current experiences of discrimination and oppression of various groups based on (but not limited to): socio-economic status, gender identity, sexuality, religion, race, ethnicity, and/or culture. Client agrees to, and does bear all responsibility for ensuring compliance with state and local laws, rules, and regulations pertaining to such program content. Client further specifically agrees to indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever, that may arise out of Vendor's presentation of said program content.

**Article 23: NonWaiver**

No agreement or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

**Article 24: Severability**

If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the Vendor and Client shall be construed and enforced accordingly.

**Article 25: Program Requirements**

Below you will find a list of logistical items you and your planning team must attend to as you prepare for your school's Program(s). These are non-negotiable items and agreements that must be met to ensure the success of your event. Please review this list carefully.

**ASSEMBLY:**

- A counselor will participate in each Assembly.
- All teachers will participate in the Assembly with their classes.
- Assembly(s) will include only students from the same school.
- Assembly requires at least 1 hour and 30 minutes of uninterrupted program time.
- School staff will be informed about the Challenge Day Assembly & how they will be involved.

- A designated person who will be in charge of tech and must supply their contact info including cellphone if possible. This person will be available the day/evening prior to the Assembly to setup, run sound and AV checks to make sure everything is working ahead of time and to set master levels which won't be changed. This person must connect with our IT Manager at least two weeks prior to the event to go over these details. Specific times for the AV tech to be available will be provided based on the individual program time.
  - Gym/Auditorium of the Assembly will be available for set-up the day prior to the Assembly with enough time to complete 3-5 hours before 9pm.
- 
- A projection screen that is at least 10.5 feet tall by 14 feet wide. A projector that will be bright enough to project a bright image for everyone in the auditorium to see easily with lights dimmed. This needs to be a projector with a minimum of 3000 lumens. The image needs to fill the screen completely. The technician needs to know the projector in order to make adjustments as is necessary.
  - Chairs will be provided for 1/3 of the population of your school, for the Assembly (the remaining 2/3 will be seated in bleachers).
- \* Chairs are required for all participants. No sitting on the floor \**

#### **Article 26: Notices**

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Client shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For Tracy High School:

Gary Henderson  
315 E 11th street  
Tracy, CA 95376

For Challenge Day:

Margarita Gonzalez-Acevedo  
Challenge Day  
2063 Main Street #437  
Oakley, CA 94561

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.

#### **Article 27: Signatures**

By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Tracy High School:

Authorized Signature Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 2/9/22

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name: Gary Henderson

Title: Asst. Principal

Signature: [Signature]

Date: 2/9/22

For Challenge Day:

Booking Manager Name: Margarita Gonzalez-Acevedo

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Addendum A to Agreement for Challenge Day Program

[illegible]**Activities Prior to Challenge Day Program(s)**

**Quest Grant Requirements:**

1. Signed contract must be submitted by due date.
2. Post Surveys: A minimum of 50% of student participants must complete and submit post surveys. Post survey must be submitted within a week after the program, preferably a day or two day after. Survey instructions and link to survey will be emailed to coordinator 4 weeks prior to event date.
3. Client to submit a minimum of 2 testimonials about the students and/or Client's experience. Testimonials must be submitted within two weeks after program date. The purpose of this is to assist in preparing a report to send to our Grantor.
4. Cancellation Terms: If a cancellation is received less than 60 days prior to the program day, client is responsible to pay \$1,500 per canceled program.

Failure to complete the outlined grant requirements will result in the loss of granted funding and client will be responsible to pay the full program cost no later than 30 days after the program date.





2063 Main Street #437  
Oakley, CA 94561  
Phone 925-957-0234

## Program Invoice

INVOICE NUMBER	16054
BOOKING DATE	2/1/2022

<b>Program Funded By:</b>	
Tracy High School 315 E 11th street Tracy, CA 95376	
<b>Purchase Order #</b>	

<b>Program Location:</b>	
Tracy High School	
<b>Program Date</b>	4/5/22

Events	Program Description	Program Fees	Fees Due By	Total
1	Challenge Day Assembly - balance due on 30 days before program date	4,850.00	3/6/22	4,850.00
1	Challenge Day Assembly #2 - balance due 30 days before program date	4,850.00	3/6/22	4,850.00
1	Quest Scholarship award	-6,366.00	3/6/22	-6,366.00
1	For Assembly at Tracy High School on 4/5/2022, Assembly #2 at Tracy High School on 4/5/2022.	0.00	3/6/22	0.00
<b>PLEASE NOTE WE CAN ONLY ACCEPT PAYMENT IN US CURRENCY. PLEASE INCLUDE YOUR INVOICE # WITH YOUR PAYMENT. WE NO LONGER ACCEPT CREDIT CARD PAYMENTS.</b>				
<b>PLEASE REMIT PAYMENTS TO:</b> CHALLENGE DAY 2063 MAIN STREET #437 OAKLEY, CA 94561			<b>Total</b>	<b>\$3,334.00</b>
FED TAX ID 3 94-3386810 IRS APPROVED 501(c)(3) TAX EXEMPT CORPORATION				

## AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 2/1/2022 by and between Kimball High School (the "Client") and CHALLENGE DAY (the "Vendor"), a California 501(c)3 nonprofit corporation located at 2063 Main Street #437, Oakley, CA 94561. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

### Article 1: Statement of Services

A. Commencing on 4/14/2022 Vendor shall supply services, people and materials for the following:

**See Attached List of Days, Addendum A**

B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

### Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Client's Representative.

A. Rates for Services will be as follows:

Client to Pay \$9700 not including reimbursable expenses (outlined below) which will be invoiced separately.

See attached Invoice #16056 for details.

**ASSEMBLY:** A minimum of one hundred ten (110) and a maximum of one thousand five hundred (1500) student participants. Any breach of contract pertaining to student numbers will result in an additional charge or possible cancelation at the Clients expense. The max # is 1500 student participants only. Student participants must be recruited from the contracted school (Client) only. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are less or more than the agreed upon student participants.

B. Expenses: Client will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:

1) Ground Transportation: Ground transportation to Client's site.

i. Mileage over thirty (30) miles from Vendor's office to Client's event venue will be billed to the Client at \$0.58 cents per mile, round trip.

ii. In the event that a California based facilitator is not available other travel expenses may be incurred, including air fare, hotel and car rental.

### Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, **Excluding** reimbursable expenses as indicated shall be \$9700.

### Article 4: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your requested Challenge Day (s).

A. Client's requested days will not be confirmed until the 1st installment payment and an authorized Purchase Order for the full invoice amount has been received and credited to your school or organization's account by our administrative

offices. All installments are welcomed as early as contracts are completed.

- B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.
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- D. Accounts that have not paid within 30 days of the program date and that have not submitted and received approval for a payment plan are subject to a .05% monthly finance charge. (6% annual finance charge).

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Your requested program date is 4/14/2022.

Balance for program(s): \$9700

Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
1st installment	3/15/2022	\$9700	\$0

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

Department

Name

Title

Phone/Ext.

Email

**Article 5: Personnel to Be Provided**

Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be **Benjamin Keller** or such person or persons as may be designated by the Client.

Vendor must have phone contact regarding final logistics with Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Client Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Client must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, Client must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If Client is unable to provide a 1 to 4 ratio of adults to student participants, the Client must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at

the Client's expense if these conditions are not met.

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- A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to Client, as guides for coordinating participation and logistics for the program day(s).
- B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
- C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
- D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
- E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this agreement and the Challenge Day Coordinator's Handbook.
- F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.
- G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

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- A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor 1st installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- C. If Client schedules program days with the Vendor and cancels sixty (60) days prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- D. Vendor must have phone contact regarding final logistics with Client's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
- E. If program days are canceled due to weather outside of listed items in Force Majeure Article, Client will pay Vendor

any travel costs or fees incurred by the Vendor on behalf of the Client for the dates listed in Addendum A. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Client will pay Vendor additional travel costs incurred for rescheduled event.

- F. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

#### **Article 9: Choice of Law**

The laws of the State of California shall govern this agreement and all transactions under it. Vendor agrees to submit to the jurisdiction of any court wherein an action is commenced against Client based on a claim for which Vendor has agreed to indemnify Client under this Agreement.

#### **Article 10: Entire Agreement**

The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

#### **Article 11: Force Majeure**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

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Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of \$1,000,000.

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Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.

#### **Article 14: Mediation and Arbitration**

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation or, in absence of such election, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this Agreement. The mediation and arbitration, including arguments and briefs, shall be in the English language in the State of California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages or attorney's fees. The arbitrator shall apply the substantive law of the State of California. The award shall be in United States dollars. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses (including attorney's fees) and an equal share of the expense of the mediator and arbitrator and the fees of the AAA. The parties and their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the mediation and arbitration in confidence. Nothing in this clause shall be construed to preclude any

party from seeking injunctive relief in order to protect its rights pending mediation or arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

#### **Article 15: Tools and Equipment**

Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment ("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Client, Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor's actions. Vendor agrees not to remove the equipment from Client's premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), Client must provide the equipment and supplies specified in the Challenge Day Coordinator's Handbook.

#### **Article 16: Timely Performance**

If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Client thereof and include all relevant information concerning the delay or potential delay.

#### **Article 17: Title to Media / License to Use**

Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Client solely for the benefit of Client's employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Client shall pass to Client on full payment of invoice for the services associated with such media. Client expressly agrees that it does not have the right to reproduce or sub-license such media.

#### **Article 18: Ownership of Programs**

Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Client agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Client solely for the benefit of its employees and students.

#### **Article 19: Right to Use Ideas**

The ideas presented in the Vendor's programs may be used by Client and its employees, subcontractors and others working for Client without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

#### **Article 20: No Result or Benefit**

The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Client or those participating.

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Vendor represents to Client that the services rendered by the Vendor will be performed in a manner consistent

with highest professional standards in its field.

**Article 22: Indemnity**

- A. The Client shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Client, its employee and agencies in the performance by the Client of this Agreement.
- B. The Vendor shall indemnify and save harmless the Client, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.
- C. The above indemnifications shall survive the termination of this Agreement.

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Vendor's Services do not include discussion or dissemination of "Critical Race Theory." Client understands, acknowledges and agrees that the Vendor's program participants and facilitators may discuss historical and current experiences of discrimination and oppression of various groups based on (but not limited to): socio-economic status, gender identity, sexuality, religion, race, ethnicity, and/or culture. Client agrees to, and does bear all responsibility for ensuring compliance with state and local laws, rules, and regulations pertaining to such program content. Client further specifically agrees to indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever, that may arise out of Vendor's presentation of said program content.

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No agreement or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

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If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the Vendor and Client shall be construed and enforced accordingly.

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Below you will find a list of logistical items you and your planning team must attend to as you prepare for your school's Program(s). These are non-negotiable items and agreements that must be met to ensure the success of your event. Please review this list carefully.

**ASSEMBLY:**

- A counselor will participate in each Assembly.
- All teachers will participate in the Assembly with their classes.
- Assembly(s) will include only students from the same school.
- Assembly requires at least 1 hour and 30 minutes of uninterrupted program time.

- School staff will be informed about the Challenge Day Assembly & how they will be involved.
- A designated person who will be in charge of tech and must supply their contact info including cellphone if possible. This person will be available the day/evening prior to the Assembly to setup, run sound and AV checks to make sure everything is working ahead of time and to set master levels which won't be changed. This person must connect with our IT Manager at least two weeks prior to the event to go over these details. Specific times for the AV tech to be available will be provided based on the individual program time.
- Gym/Auditorium of the Assembly will be available for set-up the day prior to the Assembly with enough time to complete 3-5 hours before 9pm.

- A projection screen that is at least 10.5 feet tall by 14 feet wide. A projector that will be bright enough to project a bright image for everyone in the auditorium to see easily with lights dimmed. This needs to be a projector with a minimum of 3000 lumens. The image needs to fill the screen completely. The technician needs to know the projector in order to make adjustments as is necessary.

- Chairs will be provided for 1/3 of the population of your school, for the Assembly (the remaining 2/3 will be seated in bleachers).

*\* Chairs are required for all participants. No sitting on the floor \**

#### **Article 26: Notices**

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Client shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For Kimball High School:

Ben Keller  
3200 Jaguar Run  
Tracy, CA 95377

For Challenge Day:

Margarita Gonzalez-Acevedo  
Challenge Day  
2063 Main Street #437  
Oakley, CA 94561

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.

#### **Article 27: Signatures**

By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Kimball High School:

**Authorized Signature Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

**Coordinator Name: Ben Keller**

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Challenge Day:

**Booking Manager Name: Margarita Gonzalez-Accvedo**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Addendum A to Agreement for Challenge Day Program

[illegible]



2063 Main Street #437  
Oakley, CA 94561  
Phone 925-957-0234

## Program Invoice

INVOICE NUMBER	16056
BOOKING DATE	2/1/2022

<b>Program Funded By:</b>	
Kimball High School 3200 Jaguar Run Tracy, CA 95377	
<b>Purchase Order #</b>	

<b>Program Location:</b>	
Kimball High School	
<b>Program Date</b>	4/14/22

Events	Program Description	Program Fees	Fees Due By	Total
1	Challenge Day Assembly - balance due on or 30 days before program date	4,850.00	3/15/22	4,850.00
1	Challenge Day Assembly #2 - balance due on or 30 days before program date	4,850.00	3/15/22	4,850.00
1	**Travel expenses will be invoiced when incurred**		3/15/22	0.00
1	For Assembly at Kimball High School on 4/14/2022, Assembly #2 at Kimball High School on 4/14/2022.	0.00	3/15/22	0.00
<b>PLEASE NOTE WE CAN ONLY ACCEPT PAYMENT IN US CURRENCY. PLEASE INCLUDE YOUR INVOICE # WITH YOUR PAYMENT. WE NO LONGER ACCEPT CREDIT CARD PAYMENTS.</b>				
<b>PLEASE REMIT PAYMENTS TO:</b> CHALLENGE DAY 2063 MAIN STREET #437 OAKLEY, CA 94561			<b>Total</b>	<b>\$9,700.00</b>
FED TAX ID 3 94-3386810 IRS APPROVED 501(c)(3) TAX EXEMPT CORPORATION				

## AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 2/1/2022 by and between Merrill F West High School (the "Client") and CHALLENGE DAY (the "Vendor"), a California 501(c)3 nonprofit corporation located at 2063 Main Street #437, Oakley, CA 94561. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

### Article 1: Statement of Services

- A. Commencing on 4/7/2022 Vendor shall supply services, people and materials for the following:  
See Attached List of Days, Addendum A
- B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

### Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Client's Representative.

- A. Rates for Services will be as follows:  
Client to Pay \$9700 less scholarship of \$6367 subject to Terms of Scholarship attached to this Agreement, for a net of \$3333 including reimbursable expenses (outlined below).  
See attached Invoice #16055 for details.

**ASSEMBLY:** A minimum of one hundred ten (110) and a maximum of one thousand five hundred (1500) student participants. Any breach of contract pertaining to student numbers will result in an additional charge or possible cancelation at the Clients expense. The max # is 1500 student participants only. Student participants must be recruited from the contracted school (Client) only. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are loss or more than the agreed upon student participants.

- B. Expenses:
- 1) Ground Transportation: Ground transportation to Client's site.
    - i. Mileage over thirty (30) miles from Vendor's office to Client's event venue will be billed to the Client at \$0.58 cents per mile, round trip.
    - ii. In the event that a California based facilitator is not available other travel expenses may be incurred, including air fare, hotel and car rental.

### Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, including reimbursable expenses as indicated shall be \$3333.

### Article 4: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your requested Challenge Day (s).

- A. Client's requested days will not be confirmed until the 1st installment payment and an authorized Purchase Order for the full invoice amount has been received and credited to your school or organization's account by our administrative offices. All installments are welcomed as early as contracts are completed.

- B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.
- C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (and an approved Purchase Order for full invoice amount made payable no later than 30 days after the event.) Payment, Purchase Order and Contract are expected within 5 business days when booking within the 90 day period.
- D. Accounts that have not paid within 30 days of the program date and that have not submitted and received approval for a payment plan are subject to a .05% monthly finance charge. (6% annual finance charge).

Your requested program date is 4/7/2022.

Balance for program(s): \$3333

#### Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
1st installment	3/8/2022	\$3333	\$0

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

### Business Services

Department

Tracy Unified School District, Sheryl Smith

Name

Asst. to Assoc. Superintendent

Title

209-830-3200

Phone/Ext.

ssmith@tusd.net

Email

#### Article 5: Personnel to Be Provided

Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be Steven Wichman or such person or persons as may be designated by the Client.

Vendor must have phone contact regarding final logistics with Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Client Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Client must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, Client must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If Client is unable to provide a 1 to 4 ratio of adults to student participants, the Client must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at the Client's expense if these conditions are not met.

**The Coordinator will:**

- A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to Client, as guides for coordinating participation and logistics for the program day(s).
- B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
- C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
- D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
- E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this agreement and the Challenge Day Coordinator's Handbook.
- F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.
- G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

**Article 6: Facilities to Be Provided**

**ASSEMBLY:** Client to secure a private room free of columns or other structural obstructions and large enough for all participants (maximum 1500). Ideally an auditorium or the largest Gym with two sides of bleachers and floor seating in chairs. The ceilings must be at least 20' high. Vendor must have the ability to adjust lighting in the room as the lights will be turned off during a portion of the program; we require access to the light switches. There must be numerous, working electrical outlets and simple access to power supplies. The room should be scheduled for two (2) hours before and two (2) hours after the program start and ending times. of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, and any windows at or below eye level have been covered. Site must be confirmed three (3) weeks prior to the event(s).

**Article 7: Changes**

Client may, during the term of this agreement, request additions to the services furnished by the Vendor. Client reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of acceptance of such changes.

**Article 8: Cancellation And Termination**

- A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor 1st installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
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exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Client will pay Vendor additional travel costs incurred for rescheduled event.

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For Merrill F West High School:

Annabelle Lee

1775 ~~1770~~ West Lowell Ave  
Tracy, CA 95376

For Challenge Day:

Margarita Gonzalez-Acevedo

Challenge Day

2063 Main Street #437

Oakley, CA 94561

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.

#### Article 27: Signatures

By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Merrill F West High School:

Authorized Signature Name:

*Annabelle Lee*

Signature:

*Annabelle Lee*

Date: \_\_\_\_\_

2/11/22

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name: Steven Wichman

Title: Assistant Principal

Signature: Steven Wichman

Date: February 11, 2022

For Challenge Day:

Booking Manager Name: Margarita Gonzalez-Acevedo

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

[illegible]

**Quest Grant Requirements:**

- Failure to complete the outlined grant requirements will result in the loss of granted funding and client will be responsible to pay the full program cost no later than 30 days after the program date.





2063 Main Street #437  
Oakley, CA 94561  
Phone 925-957-0234

## Program Invoice

INVOICE NUMBER	16055
BOOKING DATE	2/1/2022

<b>Program Funded By:</b>	
Merrill F West High School 1770 West Lowell Ave Tracy, CA 95376	
<b>Purchase Order #</b>	

<b>Program Location:</b>	
Merrill F West High School	
<b>Program Date</b>	4/7/22

Events	Program Description	Program Fees	Fees Due By	Total
1	Challenge Day Assembly - balance due 30 days before program date	4,850.00	3/8/22	4,850.00
1	Challenge Day Assembly #2 - balance due 30 days before program date	4,850.00	3/8/22	4,850.00
1	Quest Scholarship award	-6,367.00	3/8/22	-6,367.00
1	For Assembly at Merrill F West High School on 4/7/2022, Assembly #2 at Merrill F West High School on 4/7/2022.	0.00	3/8/22	0.00

**PLEASE NOTE WE CAN ONLY ACCEPT PAYMENT IN US CURRENCY. PLEASE INCLUDE YOUR INVOICE # WITH YOUR PAYMENT. WE NO LONGER ACCEPT CREDIT CARD PAYMENTS.**

PLEASE REMIT PAYMENTS TO: CHALLENGE DAY 2063 MAIN STREET #437 OAKLEY, CA 94561	<b>Total</b>	<b>\$3,333.00</b>
FED TAX ID 3 94-3386810 IRS APPROVED 501(c)(3) TAX EXEMPT CORPORATION		

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and \_\_\_\_\_, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide a total of 6 assemblies (2 at each high school) at Tracy, West, and Kimball on April 5, 7, and 12, 2022, respectively
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location \_\_\_\_\_.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$10,000 per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of \$10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$10,000 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on April 5, 2022, and shall terminate on April 12, 2022.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Gary Henderson, at (209) 830-3360 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

#### AGREED:

Margarita Gonzalez Digitally signed by Margarita Gonzalez  
Date: 2022.02.11 17:50:51 -08'00' Director of Externs

Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_

94-3386810

IRS Identification Number \_\_\_\_\_

Title \_\_\_\_\_

2063 Main Street #437

Address \_\_\_\_\_

Oakley CA, 94561

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board