



JFKU COMMUNITY COUNSELING CENTERS

This Agreement ("Agreement") is entered into on December 8, 2017 by and between Alameda Unified School District ("District") and John F. Kennedy University Community Counseling Center in Concord ("JFKU CCC"). The term of this Agreement will be from January 1, 2018 to June 15, 2018.

1. Performance of Services

(a) JFKU CCC agrees to provide school based therapeutic counseling services to District students as an independent contractor. The scope of services is outlined in **Exhibit A**. JFKU CCC will make best efforts to fulfill all requests for units of service listed in Exhibit B. District will only pay for service requests that are fulfilled. JFKU CCC will determine the means, manner, method and details of performing the services. JFKU CCC shall be responsible for providing the materials, tools and transportation necessary for the performance of the services under this Agreement.

(b) JFKU CCC represents that JFKU CCC has the qualifications and ability to perform the services in a professional manner, without the advice, control or supervision of District. JFKU CCC will be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. JFKU CCC shall have sole discretion and control of JFKU CCC's services and the manner in which they are performed.

2. Compensation. District shall pay for services performed in accordance with this contract according to the payment and fee schedule contained in **Exhibit B**.

An addendum to this contract will be made to reflect resulting additional costs if additional units of service or other types of service are purchased after finalization of this contract.

3. Termination. This Agreement will terminate upon the completion of the services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty day's written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the parties. JFKU CCC enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall JFKU CCC be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall JFKU CCC look to District as his/her employer, or as a partner, agent, or principal. JFKU CCC shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.

JFKU CCC shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of JFKU CCC's compensation hereunder, included estimated taxes, and shall provide District with proof of said payment.

JFKU CCC will provide District with a completed W-9 form.

5. Fingerprinting and Criminal Records Check of JFKU CCC's Employees. JFKU CCC shall comply with the provisions of California Education code 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of JFKU CCC and/or its employees. To the extent Education Code 45125.1 is applicable; JFKU CCC shall not permit any employee to have any contact with EES pupils until such time as JFKU CCC has verified in writing to the governing board of EES that such employee has not been convicted of a felony, as defined in Education Code 45125.1. JFKU CCC shall provide the certification document attached hereto as **Exhibit C** prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of District and all federal, state and local laws, ordinances and regulations are to be observed strictly by JFKU CCC pursuant to this Agreement.

7. Insurance. Each party shall procure and maintain its respective Certificate of Liability Insurance against claims for injuries to persons or damages to property which may arise from or in the connection with the performance of the work hereunder consistent with the coverage requirements noted below. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Additionally, each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Party's facilities, or (b) the making of replacements, additions, or improvements to, or reconstruction of, the Party's facilities. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.

Coverage should be at least as broad as:

- Commercial General liability (CGL): Insurance services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than 2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit. EXCEPTION: Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
- Workers' Compensation: as required by the State of California, with Statutory Limits, and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Professional Liability/Errors & omissions Liability, if applicable: \$1,000,000 per occurrence.
- If the JFKU CCC maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the JFKU CCC.

Insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the JFKU CCC including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the JFKU CCC's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the JFKU CCC's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

8. Ownership of Designs and Plans. All designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by JFKU CCC as its sole and exclusive property.
9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

Alameda Unified School District
Attn: Sandy Wong
Address: 2060 Challenger Dr; Alameda, CA 94501
Phone: 510-337-7000 ext. 77027
Fax: 510-522-8274
Email: swong@alamedaunified.org

Contractor:	<u>John F. Kennedy University</u>
Attn:	<u>Debra Bean, President</u>
Address:	<u>100 Ellinwood Way</u>
	<u>Pleasant Hill, CA 94523</u>
Phone:	<u>(925) 798-9240, Ext. 7985</u>
Fax:	<u>(925) 798-0297</u>
Tax ID #	<u>94-1610694</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

11. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
12. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
13. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

The parties hereto have executed this Agreement on the date first above written.

Alameda Unified School District

John F. Kennedy Univeristy Community Counseling Center

BY: _____

Signature of Alameda District Representative

Date

BY: _____

Signature of JFKU CCC Representative

Date

Title Sean McPhetridge, Superintendent

Print Name and Title

Title: Debra Bean, President of JFKU

Print Name and Title

EXHIBIT A

Description of Services and Responsibilities of Each Party

Definitions

Counselor, for the purposes of this contract, is defined as a volunteer trainee or intern who is currently in or has graduated from one of the following graduate programs, Marriage and Family Therapy (Standard or Holistic) (MFT), Counseling Psychology (MFT/PCC), or Psychology Doctorate (Psy D). Trainees are students who are currently in their program working on completing their required hours for graduation, and interns have already graduated and are registered with their Board, completing their required hours to become licensed.

Counseling services include classroom observations, consultations/collateral meetings with school staff and/or other helping professionals, and group and individual sessions. Group and individual sessions will typically last 40-50 minutes. Counselors will carry a minimum caseload of five client hours per week. This includes individual sessions and group sessions. The maximum number of client hours varies between each counselor. It is dependent upon their commitments in other JFKU CCC programs and amount of supervision they are able to receive.

Point of Contact (POC) is the person at the school site that will be available to JFKU CCC staff and counselors for questions and concerns regarding the School Based Program (SBP) placement.

Unit of service is defined as 6 hours of counseling services at the school site each week for the duration of the contract.

Responsibilities of JFKU CCC and District

Both Parties agree that:

- Best efforts will be made to place counselors within a reasonable time after the start date of this Agreement as stated on page 1.
- JFKU CCC will not be liable for any damages resulting from the District's failure to ensure placement of counselors within a reasonable time after the start date of this Agreement.
- JFKU CCC will pro-rate its fee for services if counselors are not placed within a reasonable time after the start date of this Agreement due to any delay caused by JFKU CCC.

JFKU CCC:

- Will provide a SBP Coordinator who will be available to the School/District liaison and School Sites' POCs for coordination purposes and questions regarding the SBP and the counselors assigned to their schools.
- Will provide specialized training orienting JFKU CCC counselors to the school culture and the roles and responsibilities of school personnel at the school site.
- Will provide an end-of-contract term utilization summary including number of students referred for counseling, number of students who participated in more than three sessions, number of students seen for one session, number of students for whom consent for counseling was not obtained, the top four reasons for referral for counseling, ethnicity and gender of student population referred for and participated in counseling, and relevant information related to the delivery of services.

JFKU CCC Counselors:

- Will obtain a minimum of 5 client hours per week contingent upon the school sites' ability to refer a reasonable amount of clients.
- Will not miss more than three days of service per contract term. If more than three days are missed, the counselor(s) will make best efforts to make up the day. School holidays will not be considered missed days.
- Will learn School policies and practices (promotion and retention, delivery of service for special needs students, etc.).
- Will learn the school profile, background of student population, and student needs.
- Will give each counselor an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- Will become familiar with school and community-based programs and resources for students.
- Will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Will work collaboratively with professionals from various disciplines (e.g. teachers, school administrators, psychologists, social workers, etc.) to support students' overall school success.
- Will assist students and families to access health, mental health, and/or support services available at School, and in the community when clinically appropriate.
- Will obtain written permission to provide services for any and all student's served. JFKU CCC counselors will only be permitted to provide therapy to students under the age of 18 after they have obtained written parental/guardian or minor consent to treatment.
- Will follow professional and ethical guidelines, School policies and procedures, and State and Federal law. This includes maintaining the confidentiality of students served.
- Will immediately notify the POC, the counselor's supervisor and SBP Coordinator in the event that an urgent or emergency circumstance is encountered by a JFKU CCC Counselor, (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.).

District/School:

- Will provide the JFKU CCC counselor with a POC that they can refer to for questions and in case of emergency. The POC will also be available to coordinate with the SBP Coordinator in order to ensure needs for both the school and JFKU CCC SBP are being met.
- Will provide the JFKU CCC counselor with a room that will be uninterrupted while a client is in session to protect client confidentiality. The school will inform JFKU of the days of the week they will have room on campus for counselors to conduct therapy.
- Will make best efforts to refer a reasonable amount of clients to JFKU CCC maintain a minimum caseload of 5 clients per unit of service.
- Will provide JFKU CCC counselor with a JFKU CCC Referral Form for each student referred to therapy. If School has a referral form that has been considered acceptable to use in place of the JFKU CCC Referral Form by the Coordinator of the SBP, that form may be used instead.
- POC will complete an end-of-contract term evaluation of the SBP.

EXHIBIT B

Compensation Terms:

District agrees to compensate JFKU CCC for performance of services on the following basis. JFKU CCC will make best efforts to provide services to the following college sites at a rate of \$4,000.00 per unit of service. District will pay for units of service that were fulfilled according to the payment schedule below.

Year 1: January 1, 2018- June 15, 2018

Itemization of Cost per Unit of Service Requested 2018

School Site	Units of Service	Total Cost
Edison Elementary	1	\$4,000

Payment Schedule

Payment Order	Service Dates	Invoice Sent By	Payment Due By
Payment	January 2018 – June 2018	May 1, 2018	June 15 , 2018

EXHIBIT C
JFKU CCC REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Consultant/Independent JFKU CCC Agreement - Criminal Background Check

Name of Independent Consultant/JFKU CCC:		John F. Kennedy University
Services to be performed under the Agreement:		Field Work Placement, Graduate School Psychology Trainees / Interns / Associates
Schools/Locations where services will be performed:		See list of schools, attached in Exhibit B
<i>Check the applicable box(es) and fill in any blanks.</i>		
1		I certify that none of my employees, nor myself, will have more than limited contact with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	X	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by JFKU CCC

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

JFKU CCC Representative's Signature Date

Debra Bean, President

 Print Name
 JFKU CCC Representative

Alameda School District Representative's Signature Date

Sean McPhetridge, Superintendent

 Print Name
 Alameda School District Representative