Thermalito
Union Elementary
School District

BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Bill Harrington

Meeting Date: 8-24-17

Topic: Power of One Assembly

Description: With the Board's approval, we would like Sorren Bennick Productions, Inc. to present two Anti-Bullying assemblies on November 16, 2017. The Power of One is a series of skits presented by actors who use boxes, colors, and masks to vividly portray what bullying is, what can be done it, and how every child has the power of one, the power to report and deal with bullying when they see it.

Funding: LCFF $850

Thermalito Union Elementary School District

CONSULTANT AGREEMENT

This agreement is entered as of this 16 day of August, 2017 by and between the Thermalito Union Elementary School District, hereinafter referred to as "District", and Soren Bennick Productions, hereinafter referred to as "Consultant".

I. PURPOSE

A. Whereas, California Government Code Section 53060 provides authority for a school district to contract with any person for the furnishing of special services and advice if such persons are specially trained, experienced and competent to perform the special services required:

B. Whereas, Consultant is specially trained and experience in the area of School Motivational Assemblies The Power of One Assembly

C. Whereas, the District recognizes the need.

II. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Name, address and phone # of consultant:

Soren Bennick Productions Incorporated

1350 East Flamingo Rd #721

Las Vegas, NV 89119 Phone _____

Social Security # OR

EIN # 71-1047-465

Company's ID #

B. Type of services to be provided:

x Assembly (topic) Power of One - Anti Bully

___ Staff Development (topic) _____

___ Other _____

C. Term: The consultant shall provide services on November 16, 2017 or from _____ through _____.

D. Payment. Consultant shall be reimbursed by the District at a rate which includes travel expenses. The cost to the District and reimbursement to Consultant pursuant to this agreement shall not exceed $ 850 absent written agreement from the District. Payment shall be made upon receipt of an invoice from the Consultant which details service rendered and/or costs incurred if payment includes materials, lodging, or mileage.

E. Special provisions or assistance needed for the Consultant to perform services:

_____

_____

_____

III. CONDITIONS:

A. Assignment and Transfer: Consultant shall not assign or transfer this agreement or any interest therein to any other party without first having obtained the written consent of the District. Consultant shall personally perform all services required hereunder, unless written permission otherwise is obtained from the District.

B. Sensitive Issues: Consultant will, in the performance of this contract, refrain from actions or remarks pertaining to race, religion, gender or use of profanity, which would reflect negatively upon individuals or groups or be offensive to others.

C. Independent Contractor: At all times during the terms of this agreement, Consultant shall be an independent contractors and shall not be an employee of the District. District shall have the right to control Consultant insofar as the results of Consultant's services rendered pursuant to this agreement. Consultant is specifically responsible for obtaining worker's compensation insurance, at his/her option, and the District is not responsible for providing such coverage.

D. Hold Harmless: Consultant shall save and hold harmless, defend, and indemnify the District from any and all liability and expense on account of any suits, verdicts, judgements, costs or claims of any nature arising out of or in any way connected with Consultant's activities upon District property. Consultant shall obtain liability insurance in an amount sufficient to meet the conditions of this agreement as is set forth herein.

E. Applicable Law: This agreement is subject to all applicable laws of the State of California, all of which are made a part of the terms and conditions of this agreement as is set forth herein.

F. Entire Agreement: This agreement is the full and entire agreement between the parties and no other oral agreements exist between the parties. No alterations or amendments in this agreement shall be made except in writing and signed by both the District and the Consultant.

G. Discontinue Contract: Either party may discontinue this contract with thirty (30) day notice should funding be eliminated or reduced by federal, state or grant cuts.

Thermalito Union Elementary School District
Gregory Blake, Superintendent

Date

Consultant

Date

For District/School Use Only.
School Poplar Avenue
Principal's Signature
Funding 0101501160
Director of Finance
PURCHASE ORDER # invoice 22151

Revised 12/16

Justification