



PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into on July 25, 2013, between Thomas K. DeLapp (a sole proprietor doing business as Communication Resources for Schools), herein after called CONSULTANT, and Santa Clara County Office of Education, herein after called DISTRICT.

I. BASIS OF AGREEMENT

District has authorized and desires to have Consultant perform the services set forth in this Agreement. Consultant has the required background, experience, and expertise to perform the work to be done and has agreed to do so in accordance with the terms and conditions of this Agreement.

II. SCOPE OF THE WORK

Consultant agrees to provide communication training, advising and assistance to the district on a project basis. This Agreement for professional services will commence July 25, 2013 and continue to June 30, 2014. Specific work products and deliverables will be determined by the superintendent or his designee. Consultant will commence services upon receipt of this Agreement signed by a duly authorized agent of the District.

III. APPROVED COSTS & EXPENSES

District shall make no payment to Consultant for any extra, further or additional services not specified in this Agreement unless such services and payments have been mutually agreed to in advance. It is understood that Consultant's compensation under this Agreement shall not exceed \$15,000.00 for reimbursable travel expenses and professional services billed at the rate of \$150.00 per hour. District will reimburse Consultant for actual and necessary expenses for long distance telephone charges, travel, lodging, meals, and automobile mileage, upon presentation of receipts in an invoice. It is understood that the school district will bear the cost of duplication, printing, postage, and mailing related to dissemination of any materials prepared under this Agreement.

IV. PAYMENT OF CONSULTANT FEES

Consultant will provide invoices to District for professional services rendered and approved expenses incurred at cost or rates identified in the Agreement. District will provide payment within 30 days of receiving an invoice. Satisfactory completion of projects and services will be determined by the superintendent or his/her designee.

V. INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed to by the parties hereto that Consultant, while carrying out and complying with the covenants and conditions of this Agreement, is an independent contractor and that no employer-employee relationship exists between the parties to this Agreement. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Consultant under provisions of this Agreement. As an independent contractor, Consultant indemnifies and holds District harmless from any and all claims that may be based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

It is further understood and agreed to by the parties to this Agreement that Consultant, in the performance of its obligations under this Agreement, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the services agreed to under this Agreement, and not the means, methods or sequence used by Consultant for accomplishing the results.

If, in the performance of this Agreement, any third person is employed by Consultant, such person shall be entirely and exclusively under the direction, control and supervision of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.

The District will prepare and furnish to Consultant upon request such information as is reasonably necessary for the performance of the Consultant to this Agreement.

VI. NON-DISCRIMINATION POLICY

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. Consultant also certifies that it will comply with all applicable provisions of the Americans with Disabilities Act.

VII. NON-ASSIGNABILITY

Consultant agrees not to assign this Agreement or any interests in this Agreement without District's prior written approval. Any such attempt to assign or sublet this Agreement without District approval shall be void.

VIII. COPYRIGHT AND OWNERSHIP

It is understood that District shall retain the copyright and sole rights of ownership on all final camera-ready artwork of publications and the master copy of final video products produced under this Agreement. District will supply Consultant with a minimum of five copies of all final printed publications for its use as samples of work produced.

IX. INSURANCE

As a sole proprietor, Consultant is not obliged under state and federal law to maintain general liability or workers' compensation insurance.

X. STRS COMPLIANCE

Consultant certifies that he is not drawing payment as a retired member of the California State Teachers Retirement System (STRS). Consultant is not an employee of a federal, state or local government agency and certifies that any compensation for services performed under this Agreement is not for work during regular hours of employment for a government agency.

XI. STUDENT CONTACT AND BACKGROUND CHECKS

Consultant will not be working individually with students except under the direct supervision of a district employee. Under the provisions of state law (AB 1610, AB 1612 and AB 2102) Consultant is not required to submit to a Criminal Records Check or to be fingerprinted.

X. HOLD HARMLESS AND INDEMNIFICATION

Consultant shall hold harmless and indemnify District, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of Consultant or anyone directly or indirectly employed by Consultant, regardless of whether caused in part by a party indemnified under this Agreement.

XI. APPLICATION OF CALIFORNIA LAW

This Agreement shall be construed under the laws of the state of California.

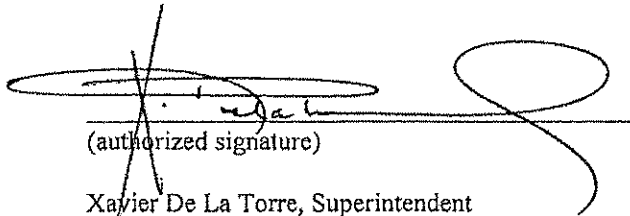
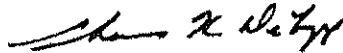
XII. TERMINATION OF AGREEMENT

Either District or Consultant may at any time for any reason terminate this Agreement, and District will only be liable to compensate Consultant for services rendered to the date of termination. Written notice by the District Superintendent or Consultant shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when actually received in writing by either party, but not later than three days after the postmark of mailing, whichever is sooner.

IN WITNESS WHEREOF, said parties have executed this Agreement on this date, July 25, 2013.

Consultant

Santa Clara County Office of Education



Signature

(authorized signature)

Thomas K. DeLapp, President
Communication Resources for Schools
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Rocklin, CA 95765
Soc. Sec. # 548-92-5446
(916) 315-1409

Xavier De La Torre, Superintendent
Santa Clara County Office of Education
1290 Ridder Park Drive, MC 221
San Jose, CA 95132304
(408) 453-6511

Completed Internal Revenue Service W-9 form attached