

Salinas City Elementary School District

REPORT TO BOARD OF TRUSTEES	BOARD MEETING DATE: 8/14/17	School Site Plan Reference Page Pg. 28										
DATE: 08/04/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved By</td> <td style="width: 20%;">Date:</td> </tr> <tr> <td>Asst. Supt.: Bus. Dept. <i>[Signature]</i></td> <td>8-7</td> </tr> <tr> <td>Asst. Supt.: Ed Serv. <i>[Signature]</i></td> <td>8/7/17</td> </tr> <tr> <td>Asst. Supt.: Human Resources <i>[Signature]</i></td> <td></td> </tr> <tr> <td>Superintendent: <i>[Signature]</i></td> <td></td> </tr> </table>		Approved By	Date:	Asst. Supt.: Bus. Dept. <i>[Signature]</i>	8-7	Asst. Supt.: Ed Serv. <i>[Signature]</i>	8/7/17	Asst. Supt.: Human Resources <i>[Signature]</i>		Superintendent: <i>[Signature]</i>	
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Asst. Supt.: Human Resources <i>[Signature]</i>												
Superintendent: <i>[Signature]</i>												
FROM: Lori Sanders, Assistant Superintendent, Ed Services Everardo Marquez, Sherwood School Principal												
SIGNATURE:												

SUBJECT: Memorandum of Understanding with Harmony at Home for Bullying Prevention Counseling Program at Sherwood School:

ATTACHMENTS: 1) Memorandum of Understanding
2) CSD 53 – Contract for Services

RECOMMENDATION: Approve the Memorandum of Understanding with Harmony at Home to provide 7 hours each week of individual student and student group counseling, observation, parent, teacher and staff consultation for 34 weeks, for a total of 238 hours.

ANALYSIS: It is estimated that bullying will impact over 70% of students in the United States. Through our Bullying Prevention Program and partnership with Harmony at Home, we will be focusing on the bully and his/her target with a new approach beyond traditional methods, thereby creating a school culture of up-standers where all members are actively involved in reporting and preventing bullying.

FISCAL IMPACT: Fees totaling \$15,470.00 for services during the 2017/2018 fiscal year. It will be paid out from Sherwood’s Supplemental/Concentration Funds approved by School Site Council on May 30, 2017.

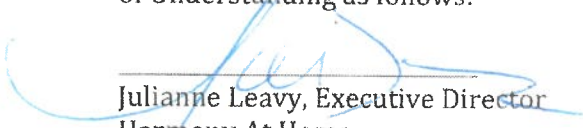
PROGRAM IMPACT: Goal 2: Culture and Climate identifies the importance of providing a positive, safe, and well-maintained learning environment. Services provided by Harmony at Home for bullying prevention counseling will support our school by reducing existing bullying problems among students, preventing the development of new bullying problems, and achieving better peer relations at school.

**Memorandum of Understanding
Harmony at Home and
Sherwood Elementary School**

The above-named parties agree as follows:

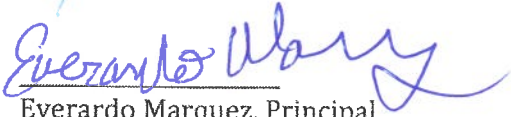
1. **Harmony at Home** will provide **Sherwood Elementary School** with a Counselor from our Bullying Prevention Counseling program between the dates of **August - 14, 2017 and June 1, 2018**. Said Counselor will provide **7 hours** of individual and group counseling, observation, parent, teacher and staff consultation each week for **34 weeks**, for a total of **238 hours**. The counseling services will be provided on site at **Sherwood Elementary School**.
2. **Sherwood Elementary School** agrees to provide a private counseling space for the Counselor to conduct the sessions.
3. The proposed scope of work and services provided will commence the week of **August 14, 2017 and will be completed by June 1, 2018**.
4. In the performance of this Memorandum of Understanding, neither Party is the agent or employee of the other party.
5. Each party shall indemnify, defend and hold harmless the other party and its officers, agents, and employees, from any and all claims, liabilities, and losses whatsoever, occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the indemnifying party's performance of this Memorandum of Understanding, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with the indemnifying party's performance of this Memorandum of Understanding.
6. **Sherwood Elementary School** agrees to compensate Harmony At Home for the services described above in the following manner: **\$15,470 to be paid monthly as invoiced**.

IN WITNESS WHEREOF, the parties execute this Memorandum of Understanding as follows:



Julianne Leavy, Executive Director
Harmony At Home

Dated: 5-18-17



Everardo Marquez, Principal
Sherwood Elementary School

Dated: 8/4/17

SALINAS CITY ELEMENTARY SCHOOL DISTRICT

840 S. Main St. • Salinas, CA 93901
Phone: (831-753-5600 • Fax: (831) 753-5610

Contract Form

CONTRACT FOR SERVICES

This is an agreement for services between the Salinas City Elementary School District ("District") and **Harmony At Home**, an independent contractor ("Contractor"), entered this 4th day of **August, 2017**. THIS IS NOT AN EMPLOYMENT AGREEMENT.

1. Contractor agrees to perform these special services in his/her capacity as an independent contractor:

Harmony At Home will provide Sherwood School with a counselor for the school's Bullying Prevention Program between the dates of August 14, 2017 - June 1, 2018. The counselor will provide 7 hours of individual and group counseling, observation, parent, teacher and staff consultation each week for 34 weeks, for a total of 238 hours. The counseling services will be provided at the school site. See additional terms attached.

2. Services shall begin on or about **08/14/17**, and terminate no later than **06/01/18**. Services shall not be assigned or subcontracted to anyone without written consent of District.

3. District agrees to pay Contractor upon invoiced for **\$15,470.00, to be paid monthly as invoiced** and payable when the services performed are satisfactory to District. *If over \$5,000 – Board approval date:*

4. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than **5** calendar days. In such case, Contractor will be paid through the date of service only. Address stated below will be used for notice purposes.

Name and Address of Contractor:

Harmony At Home
Attn: Julianne Leavy
3785 Via Nona Marie, Ste 300
Carmel, CA 93923


Signed:

Date: 08/04/2017

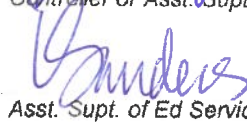
Contractor Soc. Sec. No.:

76-0769331

District Signatures:

 **8/4/17**
Principal/Dept. Head (required) Date

 **8/2/17**
Controller or Asst. Supt. of Business Services (required) Date

 **8/2/17**
Asst. Supt. of Ed Services or Human Resources (required) Date

Superintendent (required if contract is \$5,000.00 and over) Date

Budget Account: 01-0940-0-1110-1000-5800-00-003-0060-0000

SPSA, Goal 2: Climate and Culture, pg. 28

To Contractor: This offer is not valid without required District signatures. Please sign and return all copies to Business Office, 840 S. Main St. Street, Salinas, CA 93901, prior to _____, if you accept this offer.