



AIMS K-12 College Prep Charter District Board Submission Cover Letter

Submitter Information

Full Name: Marisol Magana
Position/Title: Director of Health & School Support Services
Department: Health & School Support Services
Date of Submission (MM/DD/YYYY): 02/20/2024

Item Details

Title of Item: Agreement with Campus Safety Group
Is this item a: New Submission
 Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed by:
 Superintendent
 Chief Business Officer (CBO) (If budget changes)
 Director of Compliance (If plan changes)
 Neither

Committee Review

Has this item been through the appropriate committee review process?
 Yes No
If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
 Yes No
If yes: Please indicate the deadline date (MM/DD/YYYY): _____

Financial Information (if applicable):

Total Cost: \$ \$2495
Is this expenditure included in the annual budget?
 Yes No
Please specify in which plan this expense is indicated:
 SPSA LCAP Other: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
AIMS K-12 COLLEGE PREP CHARTER DISTRICT
AND
CAMPUS SAFETY GROUP**

This Agreement for Professional Services (“Agreement”) is made and entered into this 2nd day of November, 2023, by and between the AIMS K-12 College Prep Charter District (“District”), a public entity operating under the laws of the State of California and Campus Safety Group, a 501(c)3 Non-Profit Corporation (“Consultant”).

RECITALS

- A. AIMS K-12 College Prep Charter District is in need of professional services for the following Project: Comprehensive Safe School Plan Compliance training and support for 2024-25 plans (“the Project”).
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The parties desire this Agreement to establish the terms for 365 days of ratification to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. **Services.**
Consultant shall provide the District with the services described and in the time provided as set out in the Scope of Services attached hereto as Exhibit “A” and hereby made a part of this Agreement.
- 2. **Compensation.**
District shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit “B” attached hereto and hereby made a part of this Agreement.
- 3. **Conflict of Interest.**
Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired which would conflict in any manner with the performance of services pursuant to this Agreement.

4. **Compliance with Law.**

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

5. **Assignment and Sub Consultants.**

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason.

6. **Independent Consultant.**

Consultant is retained as an independent Consultant and is not an employee of District. No employee or agent of Consultant shall by this Agreement become an employee of the District. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by the District.

7. **Integration.**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

8. **Indemnification**

The Parties acknowledge that the scope of the Consultants services is limited to compliance with state law regarding comprehensive school safety plans as described in California Education Codes 32280-32289.5 et. al.

(a) **Indemnity by the District.** The District hereby agrees to indemnify and hold harmless Consultant and each person and affiliate associated with Consultant against any and all losses, claims, damages, liabilities, and expenses (including reasonable costs of investigation and legal counsel fees), in addition to any liability the District may otherwise have, arising out of, related to or based upon any violation of law, rule or regulation by the District or the District's agents, employees, representatives or affiliates.

(b) **Indemnity by Consultant.** Consultant hereby agrees to indemnify and hold harmless the District and each person and affiliate associated with the District against any and all losses, claims, damages, liabilities, and expenses (including reasonable costs of investigation and legal counsel fees), in addition to any liability the District may otherwise have, arising out of, related to or based upon:

(i) Any breach by Consultant of any representation, warranty, or covenant contained in or made pursuant to this Agreement; or

(ii) Any violation of law, rule, or regulation by Consultant or Consultant's agents, employees, representatives, or affiliates.

(c) Actions Relating to Indemnity. If any action or claim is brought or asserted against a party entitled to indemnification under this Agreement (the "Indemnified Party") or any person controlling such party and in respect of which indemnity may be sought from the party obligated to indemnify the Indemnified Party pursuant to this Section 8 (the "Indemnifying Party"), the Indemnified Party shall promptly notify the Indemnifying Party in writing and, the Indemnifying Party shall assume the defense thereof, including the employment of legal counsel and the payment of all expenses related to the claim against the Indemnified Party or such other controlling party. If the Indemnifying Party fails to assume the defense of such claims, the Indemnified Party or any such controlling party shall have the right to employ a single legal counsel, reasonably acceptable to the Indemnifying Party, in any such action and participate in the defense thereof and to be indemnified for the reasonable legal fees and expenses of the Indemnified Party's own legal counsel.

(d) This Section 8 shall survive any termination of this Agreement for a period of three (3) years from the date of termination of this Agreement. Notwithstanding anything herein to the contrary, no Indemnifying Party will be responsible for any indemnification obligation for the gross negligence or willful misconduct of the Indemnified Party.

9. Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed, or received by District to the extent that such information is confidential by law or otherwise required by this Agreement.

10. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Alameda, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

11. Nondiscrimination

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status in connection with or related to the performance of this Agreement.

12. Termination

This Agreement shall be terminated one year from the date this Agreement was signed by District. This Agreement may also be terminated by the Consultant upon ten days' written notice of either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AIMS K-12 COLLEGE PREP CHARTER

By: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Authorized Agent
Campus Safety Group

EXHIBIT A
SCOPE OF SERVICES

The Consultant will provide:

- One meeting with the person(s) with overall responsibility for CSSP's within the charter in order to establish a "Master Compliance Template," find out how to keep the project(s) on task, work with local partners, and gather necessary information.
- Training
 - One Zoom based training, two hours in length
 - Training is for the person(s) with overall responsibility for CSSP's within the school district or charter school and for school principals/designates. Prior to the training each attendee will receive a list of items to have available which will enhance the training experience. Participant will be working live on their plans during this training.
- Tools
 - An editable version of the compliance template is found in the *Educator's Guide to Comprehensive School Safety Plans, 2021 Edition*.
 - ***District acknowledges the compliance template is copyrighted and the intellectual property of Consultant. It may not be reproduced other than within the scope of this project. The template may not be shared, sold or given to any other school, school district, or charter. If the template is going to be placed on a third-party data platform, it is the responsibility of the district to advise that third party platform in writing that they may not reproduce or share the template with any other clients.***
 - Other forms specifically designed to support the template and entire compliance process.
- Support
 - District/charter administrators will have access to Campus Safety Group trainers via text and email.
 - Campus Safety Group will stay in communication with selected administrative staff regarding expected progress or deadline dates.

EXHIBIT B
SCHEDULE OF CHARGES

District agrees to pay \$2500 (Two Thousand, Five Hundred dollars) for the Project within the provisions stated herein. The payment shall be due in full within sixty (60) days of ratification of this agreement.

Campus Safety Group

Please remit payment to below address

3727 W. Magnolia Blvd #211
Burbank CA 91505

INVOICE

DATE: November 3, 2023
INVOICE # AIMS K-12 2023-04
FOR: CSSP Project

Bill To: AIMS K-12 CHARTER District
Attn: Marisol Magana

DESCRIPTION	AMOUNT
Comprehensive School Safety Plan Project	\$4,995.00
Discount	(2,495.00)
TOTAL	\$ 2,500.00

Make all checks payable to **Campus Safety Group**
If you have any questions concerning this invoice, contact us at info@campussafetygroup.com

THANK YOU FOR YOUR BUSINESS!

