SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Victoria Martin (SLUSD) Print Name / [signature] Signature / 11/14/19 Date

Name of Consultant/Organization: Bay Area Childrens Theatre

3903 Broadway Ave. (Address) Oakland (City) CA (State) 94611 (Zip)

(510) 290-4433 (Telephone Number) none (Fax Number) (949) 290-2585, annie@bactheatre.org (Cell # or E-Mail Address)

SCOPE OF WORK: Provide Theatre Program to Bancroft Students

LOCATION OF SERVICES: Bancroft Middle School

DATE(S) OF SERVICE: 1/21/19 — 4/26/19

ESTIMATED COST: $15,000 (and/or hourly Rate: $_____)

NAME OF PROGRAM: 010.5809.6388.1110.1000.011.11.001

BUDGET NUMBER: _____ (or ASB funds____)

Administrator/Program Manager Approval:

Valentin del Rio (Print Name) / [signature] (Signature) /Date: 11/14/19

Consultant/Contractor:

Annie Clark (Print Name) / [signature] (Signature) /Date: 1/14/20

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

BOARD APPROVAL DATE: _____

___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ____Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
____Originating Department ____Human Resources ____Purchasing Department

REVISED 4-16-14 RA/RM/vkc

BAY AREA
CHILDREN'S
THEATRE

6114 LA SALLE AVENUE, SUITE 431, OAKLAND, CA 94611, 510/296-4433, info@bactheatre.org, www.bactheatre.org

LETTER OF AGREEMENT

Bay Area Children's Theatre (Service Provider) will provide a theater content standards-based drama program for Bancroft Middle School upon the terms and under the following conditions:

A. Service Provider agrees to perform and furnish services for the School Year 2019-20 as follows: See attached Exhibit A.

B. In consideration of the performance of the contract, Bancroft Middle School agrees to pay the Service Provider a total of $15,000 for the program. The Service Provider agrees that the payment shall be full compensation for performing the contract. Payments shall be made in installments set out in Exhibit B.

C. In the event that the Service Provider's instructor is ill, Service Provider will provide a trained substitute teacher. Cancellation of this contract by Bancroft Middle School must be done in writing and sent by registered mail to Bay Area Children's Theatre, 3903 Broadway Ave, Oakland, CA 94611 and within received within 30 days of the start of the contract.

F. Service Provider shall provide his/her own personal tools, supplies and equipment at his/her own cost.

G. Payment is for professional services and not as an hourly wage. Bancroft Middle School will not withhold from such sum any amounts for federal or state income taxes. Service Provider will provide Workers' Compensation and Employer's Liability will be the Workers' Compensation limits as required by the Labor Code and Employer's Liability limits of $1,000,000 per accident.

H. Service Provider agrees to submit to background screenings and promises to do background checks and screening, pursuant to Penal Code Section 11105.3, of all of its employees who will be on the premises of Bancroft Middle School.

I. Service Provider agrees and promises the BACT Staff who are working with children who are minors, must obtain or have on file a certificate showing that within the last two years they have been examined and have been found to be free of communicable tuberculosis.

K. Service Provider agrees to provide Comprehensive General Liability Insurance coverage for the following: Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Signed:

Annie Clark
Director, Education Program
Bay Area Children's Theatre

Victoria Martin
Vice Principal
Bancroft Middle School
San Leandro Unified School District

EXHIBIT A

Bay Area Children's Theatre will:

- Hold auditions and cast all students who have enrolled in the class, based on the needs of the script in one or two casts.
- Hire all artistic staff and overseeing their performance on the job.
- Create a rehearsal process that emphasizes the importance of ensemble and keeps as many students engaged as possible.
- Collaborate with the school staff to create a rehearsal schedule.
- Supply the sets, costumes and props needed for the production.
- Supply sound and lighting equipment if not available at performance venue.
- Hire a Stage Manager to optimize the production elements of the show.
- Work to create a "safe-space" for rehearsal where students are free to explore the arts in an environment free from judgment.
- Set and uphold expectations for student commitment to the production.
- Communicate with parents about schedule, rehearsal progress and needs of the production via email. BACT will respond to the needs of the parents and answer all questions in regards to the schedule and the artistic or educational experience that their child is having while involved with the show.
- Manage and collect registration information from participating families and provide a report to School by the second week of class.
- Ensure that all staff interacting with students are fingerprinted and TB tested.
- Create ticket events for the performances that will be sold through BACT's website. BACT will provide Bancroft Middle School with a list of all presale tickets to use as reference at will-call for the box office. BACT will retain 50% of the pre-sale ticket sales to cover their administrative costs. Bancroft Middle School will submit an invoice to request payment within 10 business days of the final show.

Bancroft Middle School will:

- Manage ticket sales on the day of the show, concessions and volunteer ushers at all schools.
- Work with parent volunteers to market the shows including all printed materials—posters, postcards, flyers—and all electronic marketing—eblasts, digital newsletters, facebook,etc.
- Ensure that the spaces assigned for rehearsal are available and in condition for students and directors to work effectively.
- Collaborate with BACT to communicate with parents via email about production needs, ticket sales, and parent volunteer opportunities.

- Supply appropriate storage for rehearsal materials (including rehearsal props) and storage for set and costumes once tech has begun.
- Manage the overall calendar and schedule in collaboration with BACT.
- Manage all website content and post appropriate documents as requested by BACT.

EXHIBIT B

Payment shall be made to BACT for services provided under the following schedule. Invoices will be SENT on the scheduled dates below. Payment is expected within 30 days of invoice date:

Payment Amount	Date	
$6,000.00	TBD	1/2020 – 6000 –
$9,000.00	TBD	4/9000