Des Moines Public Schools
Purchasing Department
515-242-7649

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date listed below written between the Des Moines Public Schools (**District**) and (**Provider**)

Name: Community Youth Concepts (CYC)

Address: 1446 Martin Luther King Jr. Parkway

City State Zip: Des Moines, IA. 50314

Phone: 515-243-4292

Email: amy@cyconcepts.org

1. SERVICES BY PROVIDER

A. Performance of Services: The Provider shall perform the services described in the scope of work detailed Section Thirteen (13). All services will be rendered to the best of the Providers ability and in a timely and professional manner in compliance with all the terms and conditions established by the District.

B. Modification: The District may make changes to the services that were described in Section Thirteen (13). In the event of a modification to the original document, the District shall notify the Provider by written notice. If any modification results in an increase or a reduction of the work described in this section, then the compensation hereunder shall be modified, if mutually accepted by both parties.

2. PAYMENT

A. Payment Terms: The District shall pay the Provider as detailed in the Scope of Work stated below:
Provider shall submit a request for payment upon completion of the project, including an invoice which details work completed and reimbursable costs for any applicable travel and lodging. The Provider will include itemized support of costs incurred for all costs invoiced. The District will process the request for payment and request approval at the first regularly scheduled Board of Education meeting. The District intends to use a procurement / virtual credit card, or may make payments by electronic funds transfer and recommends that Contractors accept one of these forms of payment.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. Compliance: The Provider shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract. It is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C

B. Violation: Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by the District, in whole or in part, and may result in ineligibility for further work for the District.

4. TERM AND TERMINATION OF AGREEMENT

A. Term: The term of the contract will commence on the Effective Date as set by the District. The Provider shall not start the performance of any work prior to the Effective Date of the contract and District shall not be liable to pay the Provider for any service or work performed or expenses incurred before the Effective Date of the contract. The District intends the contract will be with the Provider for one valuation period, with the option to renew the contract for 4 (four) additional one year periods, if mutually agreed by both parties.

B. Termination: In order to protect the vested interests of the taxpayers of the Des Moines Public School District, and to ensure the efficient utilization of their tax dollars, Provider shall comply with all contractual obligations contained herein, with respect to these obligations, the District will report any non-compliance issues in writing, to the Provider for corrective action. Continued non-compliance by the Provider shall be the District's justification for placing the Bidder's contract on probation status or termination.

C. Debarment: The District is prohibited from entering into a contract where an organization or, its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency.

D. All other terms and conditions as listed @ http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf

5. DISCLOSURE & OWNERSHIP OF WORK

A. Non-Disclosure Agreement: The provider agrees to all terms and conditions as specified in their executed Non-Disclosure Agreement, and is subject to Iowa code chapter 22 regarding public open records, If necessary for the service provided.

B. Information: All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the District, shall be forwarded to the District at its request and may be used by the District as it sees fit. The District agrees that if it uses products prepared by the Provider for purposes other than those intended in this Agreement, it does so at its sole risk and it aggress to hold the Provider harmless.

6. ADMINISTRATION

A. The Secondary Counseling Coordinator of the District, Amy Abler, or her designee shall be the District's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this agreement.

7. INDEMIFICATION

A. General: The Provider will indemnify, defend, and hold the District, (its elected officials, officers, employees, assigns, insurers, independent providers, and agents) harmless from all claims, damages, losses, and expenses arising out of or resulting from any claim, action or other proceeding that is based upon (a) The Providers breach of any obligation, representation, or warranty under the Agreement, (b) The Providers outside business activities, (c) The infringement or misappropriation by the Provider of any foreign or domestic patent, copyright, trade secret, or other proprietary.

B. Negligent Acts or Omissions: The Provider will indemnify, defend, and hold the District, (its elected officials, officers, employees, assigns, insurers, independent providers, and agents) harmless from all claims, damages, losses, and expenses arising out of or resulting from any claim, action or other proceeding that is based upon the Providers negligent acts or omissions.

8. INSURANCE: RISK OF LOSS

A. Insurance: The Provider shall maintain insurance that is sufficient to protect its' business against all applicable risks and provide the District with certificate of insurance and other supporting materials as the District reasonably may request to evidence the Provider's continuing compliance with this section.

B. Damages: The Provider will be liable for all loss or damage, other than ordinary wear and tear, to the District's property in the Provider's possession or control. In the event of any such loss or damage, the Provider will pay the District the full current replacement cost of such equipment or property within (30) days after its loss or damage.

9. INDEPENDENT PROVIDER

A. Employees: All employees of the Provider shall be considered to be, at all times, employees of the Provider under its sole direction and not an employee or agent of the District. The Provider shall supply competent and physically capable employees in a number that is consistent with the requirements detailed in the scope of work. Where required, employees shall be licensed and accredited. The Provider shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude. The Provider must complete and submit an executed Offender's Acknowledgement Form (Appendix A). The Provider will be responsible for the cost of all the equipment, accessories, labor, and materials in order to the work as detailed in the Scope of Services.

B. Removal of Employees: The District may require the Provider to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District.

C. Controlled Substances: In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Provider shall be permitted to use these substances when performing work on District property.

10. CONTRACT ASSIGNMENT

Neither the District nor the Provider shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

11. FUTURE SUPPORT

The District makes no commitment and assumes no obligations for the support of the Providers activities except as set forth in this Agreement.

12. GENERAL PROVISIONS

A. Governing Laws: The terms and conditions of this Agreement shall be construed in accordance with the laws of Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this Agreement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.

B. Severability: If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The District and the Provider agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

C. Non Waiver: Any failure by the District to enforce strict performance of any provision of the Agreement will not constitute a waiver of the District's right to subsequently enforce such provision or any other provision of the Agreement.

D. District Marks: The Provider will not use any trade name, trademark, service mark, or logo of the District in any advertising, promotions, or otherwise, without the Districts express prior written consent.

E. No Assignments: Neither the Agreement nor any rights of obligations of the Provider arising under the Agreement may be assigned without the Districts prior written consent.

F. Notices: All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set below.

G. Legal Fees: In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any relief may be awarded.

H. Counterparts: The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together shall be deemed to be the same document

13. SCOPE OF WORK

Per the submission from CYC dated 6.27.16 for the scope of work detailed in the District's request for proposal (RFP) 7477, per the attachments below.

14. EXTENT OF AGREEMENT / MODIFICATION

This Agreement, together with other written addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

PROVIDER

By: Amy Croll Digitally signed by Amy Croll Date: 2016.07.20 15:12:12 -05'00'

Printed Name: Amy Croll

Title: Executive Director

Date Signed: 07/20/2016

Address: 1446 MLK, Jr Pkwy

City: Des Moines State: IA

Zip: 50314

DISTRICT

By: Nick Lenhardt Digitally signed by Nick Lenhardt Date: 2016.07.21 10:22:40 -05'00'

Printed Name: Nick Lenhardt

Title: Controller

Date Signed: 7/21/2016

Address: 2323 Grand Avenue

City: Des Moines State: IA

Zip: 50312

Attachments:
RFP7477 GEAR UP Iowa Coaches
CYC Response

Required
Certificate of Insurance