

Board of Education  
Dixon Unified School District

Subject: Special Education and Pupil Services

Meeting Date: October 25, 2012

Item #: **VII - J**

Agenda Item Submitted For:

- Consent
- Public Hearing
- Action, Information, Discussion
- Action
  - Resolution
- Information
- Discussion

SUBMITTED BY: Elizabeth Connaughton (Villarreal) – Director Special Education & Pupil Services

PRESENTED BY: Elizabeth Connaughton (Villarreal) – Director Special Education & Pupil Services

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**Management Recommendation:**

Renewal of contract for licensed use of assessment software used to measure growth for students on IEPs for the purpose of IEP goal updating.

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**Discussion:**

DKY consulting has provided the license for the use of Stedell assessment software for the district for five consecutive years.

**Financial Impact:**

2012-2013 Contract for the amount of \$1,325.00.

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**District Goal this item addresses:**

- Increasing Student Learning
- Improving the Learning Environment
- Increasing Parental Involvement
- Managing our Resources Effectively
- Building Confidence in District Leadership



## AGREEMENT FOR CONSULTANT SERVICES

### WITH DIXON UNIFIED SCHOOL DISTRICT SCHOOL DISTRICT

**THIS AGREEMENT** for consultant services ("**AGREEMENT**") is made and entered into this 1<sup>st</sup> day of July 2012, by **DIXON UNIFIED SCHOOL DISTRICT** School District, hereinafter called "**CONTRACTOR,**" and DKY Consulting, hereinafter called "**CONSULTANT.**" **CONTRACTOR** and **CONSULTANT** may be referred to individually as "**PARTY**" or collectively as "**PARTIES.**"

### RECITALS

WHEREAS, **CONSULTANT** is specially skilled, trained, experienced, and competent to render the services and advice described below in this **AGREEMENT** and **CONTRACTOR** requires these services and advice;

NOW, THEREFORE, **CONTRACTOR** and **CONSULTANT** mutually agree as follows:

1. Services to be Provided by **CONSULTANT**
  - b. **CONSULTANT** will fulfill the terms of this contract no later than June 30<sup>th</sup>, 2013, ("**TERM**"). This **TERM** may be extended based on mutual consent of the **PARTIES**.
  - c. **CONSULTANT** will perform said services as an independent contractor under the direction of the **CONTRACTOR** in the pursuit of his/her independent calling and not as an employee of **CONTRACTOR**; and he/she shall be under the control of **CONTRACTOR** as to the result to be accomplished.
2. **CONTRACTOR** Obligations
  - a. **CONTRACTOR** will prepare and furnish to **CONSULTANT** upon his/her request such information as is reasonably necessary to the performance of **CONSULTANT'S** work under this **AGREEMENT**. **CONSULTANT** assumes no responsibility for the quality of work performed by contractor's employees.
  - b. **CONTRACTOR** is responsible for the venue, meals/refreshments, registration, publicity, and participating staff.



3. CONSULTANT'S Fee and Payment Thereof

- a. The **CONTRACTOR** will pay the **CONSULTANT** up to **\$1,325.00** to be due upon receipt of invoices. The following are the mutually agreed upon areas of services provided by the **CONSULTANT**:
  - **One year subscription to SteDell Assessment for DIXON UNIFIED SCHOOL DISTRICT Students**
  - **Technical Assistance for SteDell Assessment**
- b. Additional service exceeding the contracted job will be negotiated by **CONTRACTOR** and **CONSULTANT**.
- c. **CONTRACTOR** shall not withhold federal and state income tax deductions from payments made to **CONSULTANT** under this **AGREEMENT**, but will provide **CONSULTANT** with a statement of earning at the conclusion of each calendar year.
- d. **CONSULTANT** will provide **CONTRACTOR** with an invoice of specified services for payment under this **AGREEMENT**, which is due and payable upon receipt of invoice.

4. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of AGREEMENT

If the cancellation is for unsatisfactory performance, **CONTRACTOR** shall be obligated to pay **CONSULTANT** only for those services deemed by **CONTRACTOR** to be satisfactory as of the effective date of cancellation or termination. If the cancellation is a result of **CONTRACTOR'S** decision to suspend indefinitely or abandon the work under this **AGREEMENT**, **CONTRACTOR** shall be obligated to pay **CONSULTANT** for those services as specified in this contract.

5. Nonassignment

This **AGREEMENT** shall not be assignable except with written consent of **PARTIES**.

6. Notices

Any required notices hereunder shall be given in writing at the address of each **PARTY** set forth below and shall be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.



**If to DKY Consulting:**

DKY Consulting  
523 Aspen Meadows Way  
Lincoln, CA 95648  
Attention: Diane Youtsey  
PHONE: 916-812-0049  
FAX: 916-645-4609

**If to Dixon Unified School District:**

Dixon Unified School District  
180 South First Street  
Dixon, CA 95620  
Attention: Elizabeth Connaughton  
PHONE: (707) 678-5582  
FAX: (707)

7. Special Provisions

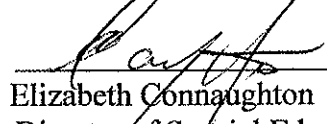
- a. **CONSULTANT** shall comply with all federal, state, and local laws and ordinances applicable to such work. **CONSULTANT** shall provide worker's compensation insurance to self-insure his/her services. Any Errors and Omissions claims shall be limited to the extent of the value of this contract.
- e. This **AGREEMENT** may be amended by the mutual written consent of the **PARTIES**.

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** on the day and year first above written.

DKY Consulting

  
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Diane K. Youtsey

Dixon Unified School District

  
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Elizabeth Connaughton  
Director of Special Education

568942539

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Tax I.D. Number

Date: 9/12/13