

# AGREEMENT FOR CONSULTANT SERVICES

THIS **AGREEMENT** is made and entered into this 1st day of April 1, 2022 between Jovan Jacobs, hereinafter called **CONSULTANT**, and Tracy Unified School District, hereinafter called **DISTRICT**.

## **WITNESSETH:**

WHEREAS, the **CONSULTANT** is especially trained and experienced and competent to perform the special consultant services pursuant to this Agreement, the parties hereto agree as follows:

### **1. SERVICES TO BE RENDERED BY CONSULTANT: Jovan Jacobs**

**CONSULTANT** agrees to perform the following work for the **DISTRICT** at times and places as directed by the **DISTRICT**:

Assistance will include, but not limited to:

- ❖ Conduct an analysis of SELPA funding structure
- ❖ Develop an overview of the allocation model to interest LEAs in joining proposed SELPA
- ❖ Work with leadership team to develop a multi-district SELPA
- ❖ Develop Local Plan for Multi-district SELPA
- ❖ Work with CDE for approval of the Local Plan
- ❖ Provide customized Technical Assistance and staff development, as appropriate.

### **2. PERIOD OF PERFORMANCE**

The period of performance of this Contract shall begin on April 1, 2022 -June 30, 2023, and shall therefore be continuous on an annual basis unless otherwise terminated as stated in Section 8.

### **3. DISTRICT REQUESTOR**

The following named employee is designated as the **DISTRICT** Requestor in coordinating the **CONSULTANT'S** services with the **DISTRICT** program(s) and will be responsible for approving **DISTRICT'S** invoices for payment.

District 's Requestor

Title

School/Department

The DISTRICT may also terminate this Agreement for convenience at any time in its absolute discretion upon giving ten (10) days' notice to **CONSULTANT**. In such event, **CONSULTANT** shall be entitled to all payments then due including payment for all work performed as of the date of the notice of such termination and all expenses directly related to the termination. In no event, however, shall **CONSULTANT** be entitled to any compensation for unearned profit on work not performed, expectation or other consequential damages.

Without invalidating the Agreement, the DISTRICT may at any time order the **CONSULTANT** to suspend all or a portion of the work of the Agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

Either party may terminate the Agreement upon a thirty (30) day written notice, one to the other.

## 9. NOTICES

### DISTRICT:

Tracy Unified School District

### CONSULTANT:

Jovan Jacobs

Name

1350 Park Ave.

Address

Long Beach CA 90804

City

State

Zip Code

(562) 230-9507

Telephone

## 10. CONFLICT OF INTEREST

The **CONSULTANT** warrants that he has no business or financial interests which are in conflict with his obligations to the DISTRICT under this Agreement and further agrees to disclose any such interest, which may be acquired during the life of this Agreement.

## 11. LEGAL STATUS

While performing the services herein, **CONSULTANT** is an independent contractor and not an officer, agent or employee of the DISTRICT.

**Please include W-9 Certification.**

**Please include Personal Liability Coverage Insurance for \$500,000.**

## 12. ENTIRE AGREEMENT

This Agreement includes all other contract documents incorporated pursuant to Article 1 herein and all attachments and other documents incorporated herein by inclusion or by reference, and constitute the complete and entire Agreement. If any clause, term or obligation of this Agreement be contradicted, waived or modified by any clause, term or obligation of any other document incorporated herein pursuant to Article 1 or otherwise, the terms of this Agreement shall control and be of higher precedence.

## 13. DEPARTMENT CERTIFICATION

By signing this Agreement, the CONSULTANT/DISTRICT certifies that:

- (a) The CONSULTANT/DISTRICT and any of its principles are **NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, **and**
- (b) The CONSULTANT/DISTRICT has **NOT**, within a three (3) year period preceding this contract:
1. Been convicted of, **OR**
  2. Had a civil judgment rendered against them for:
    - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract of subcontract; **or**
    - ii. Violation of Federal or state antitrust statutes relating to the submission of offers; **or**
    - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **and**
  - iv. Are **NOT** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above-named parties, on the day and year first above written

**CONSULTANT:**

**DISTRICT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

4. **PAYMENT (ATTENTION: Please select only ONE)**

( X ) B Not to exceed (NTE) \$37,500.00  
at the fixed unit prices or rate of one hundred dollars (\$125) per hour.

The District agrees to pay **CONSULTANT** as follows:

In arrears for satisfactorily rendered services as the work progresses. Payment will be made thirty (30) days after the receipt of an invoice signed-off by the DISTRICT's Requestor. Invoices shall be in a form acceptable to the DISTRICT. Three (3) copies of invoice shall be submitted for payment. All invoices shall be mailed as indicated below. Payment will be made via First Class United States Mail addressed per Article 9 herein. The postmark will be deemed the date of payment. The presentation by **CONSULTANT** of an invoice for payment to **DISTRICT** shall be a representation that the work has progressed as pointed in the invoice and in accordance with the contract requirements.

5. **EXPENSES**

**CONSULTANT** shall have up to \$1,500 dollars of the total \$37,500.00 contract to be used travel expenses.

6. **INDEMNIFICATION AND HOLD HARMLESS**

**CONSULTANT** shall save, defend (with counsel of **DISTRICT** choice) hold harmless the **DISTRICT**, its Trustees, administrators, agents, employees and students, from and against all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the **CONSULTANT'S** occupancy, use, service, operations or performance of work on the **DISTRICT** property or elsewhere under the terms of this Agreement, resulting in whole or in part from he negligent acts or omissions of the **CONSULTANT**, any sub-consultant, or any employee, agent, or representative of consultant and/or its sub-consultants.

7. **ASSIGNMENT**

Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

8. **TERMINATION – DISTRICT'S RIGHT TO TERMINATE AGREEMENT OR SUSPEND WORK**

If the **CONSULTANT** refuses or fails to timely or properly prosecute the work or any separable part thereof, is adjudged bankrupt, makes a general assignment for the benefit of creditors, if a receiver should be appointed on account of insolvency, or disregards laws, ordinances, regulations, the **DISTRICT'S** may, without prejudice to any other right or remedy, serve written notice of the **DISTRICT'S** intention to terminate this Agreement, or alternatively, terminate the **CONSULTANT'S** right to proceed under this Agreement. Unless within ten (10) days after the service of such notice, such conditions cease and satisfactory arrangements for the correction thereof have been made, at the sole option of the **DISTRICT**, this Agreement shall upon the expiration of said ten (10) days terminate or, at the election of the **DISTRICT**, **CONSULTANT'S** right to proceed under this Agreement shall terminate.

In such case the **CONSULTANT** shall not be entitled to receive any further payment until the work is completed. The **DISTRICT** may take-over the work and prosecutes same to completion by Agreement or by any other method it may deem advisable for the account and unpaid balance of the Agreement price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid

If the expense shall exceed the unpaid balance, the **CONSULTANT** shall pay the difference to the **DISTRICT**, terminating the Agreement for cause was no accurate, then at the **DISTRICT'S** election, the termination of the Agreement shall be deemed to have been for convenience as set forth below.