How To: Complete this Template

COMPTON UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

Insert date, one day after the board agenda date

Insert Consultant Name

This **AGREEMENT FOR CONSULTANT SERVICES** ("Agreement") is made and entered into on [INSERT DATE] ("Effective Date") by and between [INSERT CONSULTANT NAME] ("**CONSULTANT**"), and COMPTON UNIFIED SCHOOL DISTRICT ("**DISTRICT**"). **DISTRICT** and **CONSULTANT** may hereinafter be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the **CONSULTANT** is specially trained and experienced, and competent to perform the special consultant Services (as defined below) under this Agreement; and

WHEREAS, the **DISTRICT** desires to engage the **CONSULTANT** to perform the Services described herein.

NOW, THEREFORE, the Parties agree as follows:

1. SERVICES TO BE RENDERED BY CONSULTANT

A. **CONSULTANT** agrees to perform the services ("Services") and/or produce the deliverables set forth in **EXHIBIT A** attached hereto and incorporated herein by reference, for the **DISTRICT** as directed by the **DISTRICT** on a mutually agreeable schedule.

B. **CONSULTANT** represents that **CONSULTANT** has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of **DISTRICT**. **CONSULTANT'S** Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally, and currently accepted principles and practices of its profession for Services to California school districts.

C. **CONSULTANT'S** Services will be performed with due care and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.

D. **CONSULTANT** shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and acknowledges that the **DISTRICT** relies on these attributes in the performance of the Services.

E. Except as set forth herein or in **EXHIBIT A**, **CONSULTANT** shall, at its sole cost and expense, provide all facilities, materials, and equipment that may be necessary to perform the Services.

Insert start and end of contract dates

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall begin on [INSERT DATE] and end on [INSERT DATE], unless earlier terminated in accordance with Section 8 below or extended by prior mutual agreement between the Parties.

3. DISTRICT REQUESTOR

The following named employee is designated as the **DISTRICT'S** Requestor in coordinating the **CONSULTANT'S** Services for the **DISTRICT** and will be responsible for approving **CONSULTANT'S** invoices for payment.

_____	_____	_____
District's Requestor	Title	School/Department

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

A. ☐ **DISTRICT** agrees to pay **CONSULTANT** the fixed price of _____$ (_____).

Insert word and numeral dollar amounts

Insert N/A for unused

OR

B. ☐ Not to exceed (NTE) _____ ($ _____) at the fixed unit prices or rate of _____ ($_____).

Insert correct payment option

DISTRICT agrees to pay ~~**CONSULTANT**~~ in arrears for ~~satisfactorily~~ rendered Services as the work progresses on a **[monthly / quarterly / semi-annually / annual]** basis. Payment will be made thirty (30) days after ~~the receipt of~~ an invoice signed-off by the District's Requestor identified in Section 3 above. Invoices shall be submitted in a form acceptable to the **DISTRICT**. All invoices shall be mailed as indicated below. Payment will be made via First Class U.S. Mail addressed per Section 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 Services have progressed as stated in the invoice and in accordance with the terms and conditions of this Agreement.

5. EXPENSES; TAXES

CONSULTANT shall assume all expenses, including but not limited to, travel expenses incurred by **CONSULTANT** in connection with performance hereunder, and the **DISTRICT** shall not have any responsibility thereof. **CONSULTANT** is also solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement. Further, Consultant shall indemnify and hold **DISTRICT** harmless against any action, claim, charge, investigation, or other proceeding taken against **DISTRICT** in the event that any taxing authority challenges the allocation or characterization of the payment and/or seeks payment of taxes, interest, penalties, costs, fees, damages, interest, or other assessments from it in connection with any payments under this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT shall indemnify, defend (with counsel of **DISTRICT'S** choice), and hold harmless the **DISTRICT**, its Board of Trustees, administrators, officers, agents, representatives, employees, volunteers, and students, from and against all losses, damages, liabilities, claims, and costs of whatsoever kind and nature of injury to or death of any person, loss or damage to any property, or other damages or losses occurring in connection with or in any way incident to or arising out of the **CONSULTANT'S** occupancy, use, operations, or performance of Services, on the **DISTRICT'S** property or elsewhere under the terms of this Agreement, resulting in whole or in part from the

negligence (of any kind), recklessness, willful misconduct, or omissions of the **CONSULTANT**, any sub-consultant, employee, agent, or representative of **CONSULTANT** and/or its sub-consultants. The obligations set forth in this Section 6 shall survive the termination of this Agreement.

7. ASSIGNMENT

CONSULTANT shall not assign this Agreement or any part thereof without the written consent of the **DISTRICT**.

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

A. If **CONSULTANT** refuses or fails to timely or properly prosecute the Services 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** 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 Services are completed. **DISTRICT** may take over the Services and prosecute same to completion by Agreement or by any other method it may deem advisable to complete the Services, including compensation for additional architectural, managerial, and administrative services. If such expenses exceed the unpaid balance, the **CONSULTANT** shall pay the difference to the **DISTRICT**.

B. 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 Services 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 services not performed, expectation, or other indirect or consequential damages.

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

9. NOTICES

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be made in writing and shall be deemed to have been fully given or made or sent upon actual delivery or 72 hours after deposit in the United States mail, registered and postage prepaid, and addressed as follows:

DISTRICT:

COMPTON UNIFIED SCHOOL DISTRICT
Accounts Payable
501 S. Santa Fe Ave.
Compton, CA 90221

CONSULTANT:

_____
Name

_____
Address

_____
City

_____
Telephone

_____
Fax

_____
Email

The address to which any notice, demand or other writing may be given or made or sent to any Party as above provided may be changed by written notice given by such Party as above provided.

10. CONFLICT OF INTEREST

CONSULTANT warrants that **CONSULTANT** has no business or financial interests that are in conflict with **CONSULTANT'S** 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, **CONSULTANT** is an independent contractor and not an officer, agent, or employee of the **DISTRICT**. **CONSULTANT** agrees to carry Workers' Compensation Insurance on anyone in **CONSULTANT'S** employ.

Under the provisions of the Internal Revenue Service and Franchise Tax Board regulations, the **DISTRICT** is required to obtain the **CONSULTANT'S** Social Security Number (SSN) or Tax Identification Number (TIN) as appropriate, and to file Information Returns for payment made by the **DISTRICT** on Form 1099-NEC on a calendar year basis.

CONSULTANT'S copy of Form 1099-NEC will be mailed to the address shown in Section 9.

Accordingly, please check the appropriate status box and provide the tax number.

☐ Individual Consultant SSN _____

☐ Proprietorship (One Owner) TIN _____

☐ Partnership (2 or more Owners) TIN _____

☐ Unincorporated Association TIN _____

Check box that applies BoardDocs: leave number section blank

☐ Corporation C ☐ S ☐ TIN _____

☐ Non-Profit Organization TIN _____

Please include W-9 Certification.

12. BACKGROUND CHECKS AND FINGERPRINTING REQUIREMENT

Pursuant to Education Code section 45125.1, if employees of **CONSULTANT** providing school site administrative or similar services may have any contact with any pupils, CONSULTANT certifies that those employees have undergone a comprehensive criminal background check and shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a and serious or violent felony. If the **DISTRICT** determines that contact with more than limited students will occur during the performance of these Services by **CONSULTANT**, **CONSULTANT** will not perform Services until all employees providing Services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the **DISTRICT**.

DISTRICT has determined that **CONSULTANT'S** Services ☐**WILL** ☐**WILL NOT** result in contact with pupils. If **"WILL"** is marked herein, the **CONSULTANT** will obtain a comprehensive criminal background check and fingerprinting clearance for all employees before the Services commence. **CONSULTANT** will provide a list to the **DISTRICT** of all employees cleared by the DOJ who will provide Services under this Agreement. Failure to provide such written certification within sixty (60) days of execution of this Agreement will result in immediate termination of this Agreement.

_____ _____

District's Requestor Signature Date

13. ~~INSURANCE~~ REQUIREMENTS

CONSULTANT shall have and maintain insurance in force and effect during the term of this Agreement with minimum limits identified below. **CONSULTANT** shall provide to the **DISTRICT** certificate(s) of insurance and endorsements satisfactory to the **DISTRICT**. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days' written notice to the **DISTRICT** prior to modification. Except for workers' compensation insurance, the **DISTRICT** shall be named as an additional insured on all policies. **CONSULTANT's** policy(ies) shall be primary; any insurance carried by the **DISTRICT** shall only be secondary and supplemental. **CONSULTANT** shall not allow any subcontractor, employee, or agent to commence services on this Agreement or any subcontract until the insurance required of **CONSULTANT**, subcontractor, or agent has been obtained. (**Check all that apply**):

☐ Commercial General Liability:	$1,000,000 per occurrence; $2,000,000 general aggregate; $2,000,000 products/completed operations aggregate; $1,000,000 personal injury aggregate.
☐ Automobile Liability, Any Auto (combined single limit):	$1,000,000 per occurrence

Check boxes that apply, reach out to Contracts Desk for assistance and/or CUSD Insurance Requirements form

☐ Workers' Compensation:	Broad form all-states coverage; statutory limits pursuant to State law.
☐ Employer's Liability:	$1,000,000 limit per occurrence.
☐ Professional and Technology Liability (E&O):	$1,000,000 per occurrence
☐ Cyber Security:	Not less than $1,000,000 per occurrence
☐ Sexual Abuse or Molestation:	Not less than $2,000,000 per occurrence
☐ Excess Liability/Umbrella	Not less than $5,000,000 policy limit.

14. TIME IS OF THE ESSENCE

Time is of the essence in the performance of and compliance with each of the provisions and conditions of the Agreement.

15. COMPLIANCE WITH THE LAW

CONSULTANT shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct or Services as indicated or specified. If **CONSULTANT** observes that any of the Services required by this Agreement is at variance with any such laws, ordinances, rules or regulations, **CONSULTANT** shall notify the **DISTRICT**, in writing, and, at the sole option of the **DISTRICT**, any necessary changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **CONSULTANT'S** receipt of a written termination notice from the **DISTRICT**. If **CONSULTANT** performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the **DISTRICT** of such violation, **CONSULTANT** shall bear all costs arising therefrom.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

17. DISPUTES

In the event of a dispute between the Parties as to this Agreement, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties.

18. BOARD APPROVAL; MODIFICATION

This Agreement shall not be valid or binding upon the **DISTRICT** unless and until it has been approved by the **District's** Board of Trustees. Any waiver, amendment, modification, consent or acquiescence with respect to this Agreement or any provision of the contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. Any modification or amendment of this Agreement affecting time of performance, Services, costs, or other material element shall not be valid or binding upon the **DISTRICT** unless and until it has been approved by the **District's** Board of Trustees.

19. SAFETY AND SECURITY

It shall be the responsibility of the **CONSULTANT** to ascertain from the **DISTRICT** the rules and regulations pertaining to safety, security, and driving on school grounds, if applicable, particularly when children are present.

20. WORKERS AND SUPERVISION

CONSULTANT shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to them. Any person in the employ of the **CONSULTANT** whom the **DISTRICT** may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at the site without written consent from the **DISTRICT**. **DISTRICT** shall fully provide all documentation to the **CONSULTANT** documenting such incompetence or unfitness for duty, in accordance with applicable employment laws and regulations of state, federal, and local bodies. When necessary, **CONSULTANT** shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional Services.

21. PROTECTION OF WORK AND PROPERTY

CONSULTANT shall maintain at all times, as required by conditions and progress of work and Services, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, **CONSULTANT**, without special instruction or authorization from **DISTRICT**, is permitted to act at his discretion to prevent such threatened loss or injury.

22. ANTI-DISCRIMINATION

It is the policy of the **DISTRICT'S** Board of Trustees that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, or any other legally protected characteristic, and therefore the **CONSULTANT** agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, the **CONSULTANT** agrees to require such compliance by all employed by **CONSULTANT**.

23. CONFIDENTIALITY

CONSULTANT and its personnel may be granted access to records protected under federal and state laws, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.; 16 C.F.R. Part 312), the California Information Practices Act (Cal. Civ. Code § 1798 et seq.), the Student Online Personal Information Protection Act, and relevant provisions of the California Education Code and Constitution (collectively, "Data Privacy Laws").

If access is granted or **CONSULTANT** receives any personnel or student records protected by the Data Privacy Laws, or other confidential information of **DISTRICT** in connection with its performance hereunder, **CONSULTANT** shall use confidential information solely to perform Services under this Agreement, and only to the extent necessary for a legitimate educational interest. **CONSULTANT** shall not disclose such information to third parties without prior written consent from the **DISTRICT**, parent, or eligible student, except as permitted by law. **CONSULTANT** shall implement appropriate safeguards in accordance with industry standard to prevent unauthorized disclosure and shall ensure its personnel, including employees, officers, directors, managers, subcontractors, affiliates, or representatives comply with the obligations set forth in the Data Privacy Laws. In the event of a subpoena or legal process requiring disclosure, **CONSULTANT** shall notify the **DISTRICT** within 48 hours (or sooner if required) to allow the **DISTRICT** to assert any applicable rights. These confidentiality obligations survive the termination of this Agreement.

24. INTELLECTUAL PROPERTY

CONSULTANT understands and agrees that all work product and deliverables produced under this Agreement in connection with the Services, shall become the property of **DISTRICT** and cannot be used without **DISTRICT'S** express written permission. **DISTRICT** shall have all right, title, and interest in said deliverables, including the right to secure and maintain the copyrights, trademarks and/or patents in the name of the **DISTRICT**. All pre-existing intellectual property owned by the Parties prior to the Effective Date shall remain the property of the respective Party.

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included therein.

26. ENTIRE AGREEMENT

This Agreement includes all other contract documents incorporated pursuant to Section 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 Section 1 or otherwise, the terms of this Agreement shall control and be of higher precedence.

27. AUTHORITY

Each of the Parties to this Agreement represent and warrant that the undersigned individual has full authority to execute this Agreement on behalf of the Party for which they sign.

28. DEBARMENT CERTIFICATION

By signing this Agreement, the **CONSULTANT** certifies that:

A. **CONSULTANT** and any of its principals are **NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, **and**

B. **CONSULTANT** has **NOT**, within a three (3) year period preceding this Agreement:

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.

[***Signature Page Immediately Follows***]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties on the date written below.

CONSULTANT

_____
Authorized Signature

_____
Printed Name and Title

_____
Date

Consultant MUST sign agreement prior to presenting to the Board/ Board Meeting

BOARD OF TRUSTEES OF THE COMPTON UNIFIED SCHOOL DISTRICT

_____
Shannon Soto, Ed.D.
Chief Administrative Officer
Business Administrative Services

_____
Date

_____
District's Requestor

_____
Date

To be signed by CAO after board approval and with the assistance of the Contracts Desk

EXHIBIT A
SCOPE OF SERVICES