



COMPTON

UNIFIED SCHOOL DISTRICT Business and Administrative Services

Purchasing\Contracts\Reprographics\Warehouse Services Bulletin No. 16/17-1010 September 23, 2016

TO: All Sites

FROM: Mark Streeter, Director of Purchasing\Contracts\Reprographics\Warehouse
C. Diann Turner, Contracts Analyst

SUBJECT: ANNUAL PURCHASING/CONTRACTS PROCEDURES

The Purchasing and Contracts Department would like to extend to all schools sites and departments a warm welcome back to another school year.

The attached "CONTRACTS PROCEDURES" have been compiled to assist you in submitting an accurate and complete contractual agreement. Performing the instructions noted will ensure a smooth completion of this process. We encourage you to plan ahead to allow time to acquire signatories from external parties in order to meet completion within the contract process timeframe.

Should you require assistance or have any questions, please contact the Contracts Office at extension 55095.

Approved:


Alejandro Alvarez
Deputy Superintendent


Darin Brawley
Superintendent

Attachments
MS;DT/pabt

DIVISION OF BUSINESS AND ADMINISTRATIVE SERVICES
PURCHASING/CONTRACTS/REPROGRAPHICS/WAREHOUSE SERVICES

CONTRACTS PROCEDURES

I. REQUIRED SECTIONS COMPLETED BY ORIGINATING OFFICE

Requesting Department - Complete the following sections on the Contract form (sample is attached):

- A. First Paragraph
- B. Sections 1-4, Sections 9, 11 and 12.

II. ITEMS REQUIRED TO SUBMIT WITH CONTRACT AGREEMENT(S)

Submit the following to the Contracts/Purchasing Department:

- 1. Approved Agenda Item Detail (Board Docs) and Certified Board Report
- 2. W-9 and current Certificate of Liability Insurance

Note: Compton Unified School District declared as the *Certificate Holder* and *Additional Insured*. Include Sexual Misconduct coverage for contract if vendor has contact with children. Effective 9/1/2012 include: All Inclusions, Exclusions, Endorsements and Declaration pages

- 3. Two (2) original contracts with original “wet” signatures of Client
- 4. Copy of the SmarteTools Online requisition or requisition number
- 5. Any other pertinent/supportive documentation (If Independent Consultant, include consultant’s resume/portfolio) and Questionnaire.

III. BOARD DOCS

- 1. Follow established timelines for Board Agenda submission per the direction of the Superintendent’s Office. Refer to your Division Head Secretary.
- 2. Depending upon the complexity of the contract agreement, allow Contracts/Purchasing at least one (1) business day for review of the agenda item submitted in Board Docs and two (2) business days preferred for complex agreements. **Schedule enough time for this review process when submitting your documents to meet Board scheduled deadlines.**
- 3. EXCEPT FOR LINE ITEM #1 – ALL Items listed above in Section II are to be attached or included with Board Docs. (See attached.)

IV. COMMENTS/ADDITIONAL NOTATIONS

1. Include legal status and TIN number **after** Board Approval on Contract (Omit this information when submitting to Board.)
2. Change title of Agreement to reflect the type of service client is providing.
(Example: Consultant = Consultant Agreement; Services = Services Agreement; Legal = Legal Services Agreement)
3. It is recommended for the Contract to be dated at least one day AFTER Board approval.
4. As directed by the Deputy Superintendent, all Contracts/Agreements submitted must contain the signature of the requestor and the Consultant/Service provider upon submission into Board Docs. Contracts/Agreements submitted without signature of the Consultant/Service provider will be returned to the originator for not meeting this requirement.
5. As directed by the Deputy Superintendent, all Contracts/Agreements submitted into Board Docs must contain applicable Certificate of Liability Insurance and W-9 upon submission. Contracts/Agreements submitted without the information noted in the document will be returned to the originator for not meeting this requirement.
6. **“Questionnaire for Hiring Independent Contractors”** is required only for Independent/ Individual Consultants, not for Corporations, Companies, Organizations, etc. **AS DIRECTED BY THE DEPUTY SUPERINTENDENT, DO NOT POST PAGES 9-11 IN BOARD-DOCS (I.E., QUESTIONNAIRE FOR HIRING INDEPENDENT CONTRACTORS AND INSURANCE REQUIREMENTS). INCLUDE THIS TYPE OF INFORMATION WITH THE ORIGINAL DOCUMENTS FORWARDED TO THE CONTRACT ANALYST/ PURCHASING DEPARTMENT**
7. If Consultant will have contact with Districts students, **Sexual Misconduct** insurance coverage is required (1 million dollar minimum) - Must be included with the proof of Certificate of Liability Insurance.
8. Changes to the District’s contract “Terms and Conditions” requested by the Consultant/ Services provider must be submitted in writing. The Superintendent or his designee, (Mr. Alejandro Alvarez, Deputy Superintendent) are the only authorized personnel to approve such changes, additions, or alterations to the Districts contract agreements and/or District requirements. Approval is to be made PRIOR to Board Approval. Contracts submitted with changes without their approval will delay the process. **Note:** There are exceptions to this process determined on a case-by-case basis on certain Government, State and Local Agency contracts (ex. Affiliations, MOU, State & LACOE, etc.).

IV. COMMENTS/ADDITIONAL NOTATIONS (CONTINUATION)

9. Be sure to redact the TIN / SS# on Board item attachment(s); include this information on the Documents with the original “wet” signatures that are forwarded to the Contract Analyst.
10. Extension of the same service in subsequent years will require a new contract (if not already included in a Board Approved Multi-Year contract.)
11. An updated copy of the Consultant agreement can be found on the Districts web site. On item number twelve (#12) of the agreement, you can change your selection from “Will Not” to “Will” by clicking on the circle and moving it from one side to the other.
12. Certificate of Insurance, W-9 and any other confidential information should be attached to your Board item under the Administrative Content field in Board Docs.
13. **Any supporting information included in the exhibit will not supersede the Terms & Conditions of the service in the Contract.**
14. **Please do not submit incomplete contract documents as it may delay processing and/or present cause for the documents to be returned to requestor for correction(s).**
15. **UNDER NO CIRCUMSTANCES SHOULD A CONSULTANT/SERVICE PROVIDER FILL OUT THE DISTRICT’S AGREEMENT.**

V. AMENDMENTS

1. An Amendment is applicable when there is a change in the scope of work and cost within the initial service term of the original contract.
2. Extension of the same service in subsequent years will require a new contract to be initiated. No amendments for extending time for Consultant Agreements.

Fill in the information in the highlighted area.

Back-Up Data
Item No. 16/17-XXXX
(Date of Board Meeting)

AGREEMENT FOR CONSULTANT SERVICES

Fill in date AFTER Board Approval date.

This **AGREEMENT** is made and entered into this _____ day of _____

Month

Leave as **CONSULTANT** if Independent Consultant. Otherwise, change accordingly. Hint: Use an abbreviation of the company or call it **SERVICE PROVIDER**.

Fill in the name of the Vendor/Contractor/Service

between _____, hereinafter called **CONSULTANT**, and **COMPTON 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:

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

IN THIS SPACE

Compose a brief summary of services to be provided. If scope of services is too long, you may attach the proposal and label as an exhibit. Other exhibits attached include: Consultant Resume, Supporting Documentation, etc. Any supporting information included in the exhibit does not supersede the Terms & Conditions of service in this Contract.

2. PERIOD OF PERFORMANCE

Fill in the contract term start date

The period of performance of this Contract shall begin on _____, and ending on

Fill in the contract term end date.

_____ unless otherwise terminated as stated in Section 6.

3. DISTRICT REQUESTOR

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

Type the requesting Department Head's NAME
HERE

District's Requestor

Type the requesting Department Head's TITLE
HERE

Title

Type the requesting Department Head's LOCATION NAME
HERE

School/Department

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

() A. The DISTRICT agrees to pay **CONSULTANT** the fixed price of
 Dollars (\$)

OR

() B Not to exceed (NTE) Dollars
(\$) at the fixed unit prices or rate of
(\$)

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 assume all expenses, including but not limited to travel expenses, incurred by him/her in connection with performance hereunder, and the **DISTRICT** shall not have any responsibility thereof.

6. INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT shall save, defend (with counsel of **DISTRICT'S** 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'S** property or elsewhere under the terms of this Agreement, resulting in whole or in part from the 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.

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:
COMPTON UNIFIED SCHOOL DISTRICT
Accounts Payable
501 South Santa Fe Avenue
Compton, CA 90221

Name and address of CONTACT where all written notices are to be sent.

CONSULTANT:

Name

Address

City State Zip Code

()

Telephone

()

Fax

Email address

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**. **CONSULTANT** agrees to carry Workers' Compensation Insurance on anyone in his/her 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.

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

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

CHECK ONE and complete the SSN or TIN number

<input type="checkbox"/>	Individual Consultant SSN																		
<input type="checkbox"/>	Proprietorship (One Owner)	TIN	95 -																
<input type="checkbox"/>	Partnership (2 or more Owners)	TIN	95 -																
<input type="checkbox"/>	Unincorporated Association	TIN	95 -																
<input type="checkbox"/>	Corporation	TIN	95 -																
<input type="checkbox"/>	Non-Profit Organization	TIN	95-																

Please include W-9 Certification.

12. FINGERPRINTING REQUIREMENT

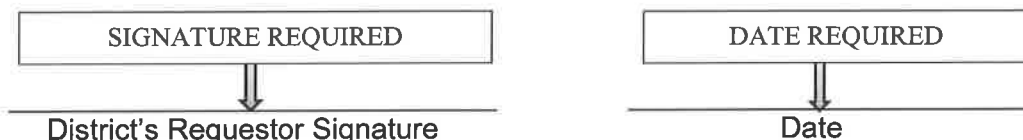
Education Code Section 45125.1 states that if employees of any **CONSULTANT** providing school site administrative or similar services may have any contact with any pupils; those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the **DISTRICT** determines that 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**.

A. **DISTRICT** has determined that **CONSULTANT'S** services **WILL / WILL NOT** result in contact with pupils. If "**WILL**" is circled herein, the **CONSULTANT** will obtain fingerprinting clearance for all employees before services can begin. **CONSULTANT** will provide a list to the **DISTRICT** of all employees cleared by Department of Justice

Circle the one that applies

FINGERPRINTING REQUIREMENT (Continued)

(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.



13. INSURANCE REQUIREMENTS

CONSULTANT shall not commence work under this Agreement until **CONSULTANT** has obtained the insurance required as set forth in the attached "Insurance Requirements" from for the work of this Agreement and satisfactory proof of such insurance has been submitted to and approved by the **DISTRICT**. Except for workers' compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the **DISTRICT'S** prior written consent, and, the **DISTRICT**, its Trustees, officers, agents, employees and students, shall be named as an additional insured. The certificate of insurance shall provide that the **DISTRICT** shall be furnished thirty (30) days written notice prior to any cancellation or modification of the insurance so provided.

CONSULTANT shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance on all of **CONSULTANT'S** employees to be engaged in work pursuant to or related to this Agreement. In the case that any such work is sublet, the **CONSULTANT** shall require the sub-consultant/contractor to similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the **CONSULTANT'S** Workers' Compensation Insurance.

14. COMPLIANCE WITH LAWS

CONSULTANT shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If **CONSULTANT** observes that any of the work 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 scope of work 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 there from.

15. 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.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. 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, scope of work or price shall not be valid or binding upon the **DISTRICT** unless and until it has been approved by the **District's Board of Trustees**.

18. 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, particularly when children are present.

19. WORKERS AND SUPERVISION

CONSULTANT shall at all times enforce strict discipline and good order among his/her employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. 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. When necessary, CONSULTANT shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.

20. PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall maintain at all times, as required by conditions and progress of work, 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.

21. 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, and therefore the CONSULTANT agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the CONSULTANT agrees to require such compliance by all employed on the work by CONSULTANT.

22. 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 contract shall be read and enforced as though it were included therein.

23. 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.

24. DEBARMENT CERTIFICATION

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

(a) The CONSULTANT/CONTRACTOR 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 CONTRACTOR/CONSULTANT 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.

Continued on next page

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

CONSULTANT:

CONSULTANT'S SIGNATURE
OR AUTHORIZED OFFICIAL

Authorized Signature

CONSULTANT'S OR AUTHORIZED
OFFICIAL NAME AND TITLE PRINTED



DATE OF SIGNATURE

Date:

REQUESTOR/DEPARTMENT
HEAD'S SIGNATURE

By:

DATE OF SIGNATURE

Date:

**BOARD OF TRUSTEES OF THE
COMPTON UNIFIED SCHOOL DISTRICT**

By: _____

Alejandro Alvarez, Deputy Superintendent
Business & Administrative Services

Date: _____

By: _____

C. Diann Turner, Contract Analyst
Purchasing/Contracts/Reprographics

Date: _____

**Questionnaire for Hiring Independent Contractors
In Accordance with IRS Regulations**

Part I

1. **Has this category of worker been classified as an "employee" by the IRS** __YES __NO

Refer to the Guidelines for Employing "Independent Contractor Consultants" for categories of jobs listed IRS Publication SWR 40 and others identified during a recent IRS compliance audit to determine if the individual if the individual you are contemplating establishing a contractual relationship with has been determined by the IRS to be properly classified as an employee.

2. **Is the individual working as an employee as prescribed by the Education Code?** __YES __NO

Education Code Sections 45100-45451 define what constitutes the classified service. Education Code Sections 44800-45060 define certificated service. The IRS predisposes An employer/employee relationship when state law mandates such a relationship.

3. **Is the individual an employee of the district in another capacity?** __YES __NO

4. **Is the individual performed substantially the same services for the district as an Employee in the past?** __YES __NO

Watch for former employees who are returning to work

5. **Are there currently employees of the district doing substantially the same work as will be required of the individual you are hiring?** __YES __NO

6. **Will the district have the legal right to control the method of performance by this individual?** __YES __NO

Consider whether the district will train the individual or give instruction as to how the Job gets done rather to the end result. Is the individual required to obtain approval before taking certain action? It doesn't matter if the employer allows freedom of action in the work. Just the fact that the employer has the legal right to control the method and result of the work is enough to show an employer-employee relationship.

7. **Are the services, as being provided an integral part of district operations?** __YES __NO

Are the services provided necessary to the operations of the district's program, projects, etc? This indicates the district has an interest in the method of Performance and implies maintenance of legal control.

PLEASE NOTE: If any of the first 7 questions are answered "Yes" – This is an employee position classified by the IRS

PART II

8. **Will all the work be performed by his individual?** __YES __NO

Consider whether or not the individual has the right to designate someone else to do the work without district approval.

9. **Does the District have a continuing relationship with this individual?** __YES __NO

If an individual is engaged with the expectation that the relationship will continue indefinitely, rather than for a specific project or period, this generally considered evidence of their intent to create an employment relationship.

10. **Can this relationship be terminated without the consent of both parties?** __YES __NO

Independent contractors have contractual obligations to fill.

11. **Does the individual operate an independent trade or business that is available to the general public?** __YES __NO

NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the district and the individual providing the work.

__YES __NO

12. **Will the individual provide all material and support services necessary for the performance of the service?** __YES __NO

The district should not be providing space on a regular basis, clerical, secretarial or other support for the individual such as materials, copying, printing, office supplies, etc. Any necessary assistance should be provided by the individual.

13. **Is the individual paid by the job OR upon completion and acceptance of the work as a whole OR milestone identified in the contract?** __YES __NO

14. **Will the individual bear the cost of any travel and business expenses incurred to perform the work?** __YES __NO

Generally the individual will pay the cost of any travel and business expenses incurred to perform the work. However, some agreements may be made to provide for payment of air fare, mileage, etc. for consultants

I certify/declare under penalty of perjury under the laws of the State of California that the Foregoing is true and correct.

CONSULTANT'S
SIGNATURE AND DATE

REQUESTOR/DEPT HEAD'S
SIGNATURE AND DATE

Consultant's Signature

Date

Originating Office Signature/Title

Date

INFORMATIONAL ONLY



Vendor

Contract Number

INSURANCE REQUIREMENTS

Type of Coverage	Minimum Coverage Limits		
Commercial General Liability (CGL) ISO form CG 0001 10-93, or other form acceptable to District	Bodily Injury, Property Damage or Combined Single Limit (CSL)	Occurrence	Aggregate
		\$1,000,000	\$
		\$	\$
Business Automobile Liability (BAIL) Including coverage for claims arising from ownership, operation, loading and unloading of owned, hired, leased, non-owned, and/or borrowed private passenger and commercial vehicles.	Bodily Injury, Property Damage or Combined Single Limit (CSL)	Individual	Accident
		\$1,000,000	\$
		\$	\$
Environmental Impairment Liability (EIL) Including coverage for claims arising from handling, abatement, and transport of pollutants including asbestos and lead paint.	Bodily Injury, Property Damage or Combined Single Limit (CSL)	Occurrence	Aggregate
		\$	\$
		\$	\$
Sexual Misconduct	Bodily Injury, Property Damage or Combined Single Limit (CSL)	Each Claim	Aggregate
		\$1,000,000	\$
Professional Errors and Omissions Liability (E&O)	Bodily Injury, Property Damage, Financial Losses, or Combined Single Limit (CSL)	Each Claim	Aggregate
		\$1,000,000	\$
		\$	\$
California Statutory Workers' Compensation Including Employer's Liability (and United States Longshoreman's & Harbor workers, where applicable)	Bodily Injury and Illness or Combined Single Limit (CSL)	Employee	Aggregate
		\$1,000,000	\$
		\$	\$
Crime or Fidelity Coverage Including fraud, theft, dishonesty and disappearance	Financial Loss	Each Claim	Aggregate
Fiduciary	Financial Loss	Each Claim	Aggregate
		\$1,000,000	\$
Other		\$	\$

Insurance required above shall be primary as respects the Compton Unified School District, its trustees, administrators, representatives, agents and employees, respectively, and any other insurance effected or procured by CUSD shall be excess of and shall not contribute with the required insurance. These policies, with the exception of Workers' Compensation, Employer's Liability, and Errors and Omissions coverages, shall name CUSD, its directors, officers, agents, representative, and employees as additional insurers as respects work performed pursuant to or incidental to this contract. ISO Form CG 2010 11/85, or other form acceptable to CUSD shall be used. Severability of interest (cross liability) and waiver of subrogation clauses shall be included. Pursuant to the terms of this contract, insurance effected or procured by Contractor shall reduce or limit Contractor's obligation to indemnify and defend CUSD for claims made or suits brought which result from or in connection with the performance of this contract. These coverages, when written on an occurrence form, shall be maintained during the entire term of the contract. Coverages written on a claims-made form, and all Errors and Omissions Liability and Environmental Impairment Liability Coverages, shall be maintained during the entire term of the contract and further until one year following termination and acceptance of all work under the contract

The Contractor shall, before commencing work under this contract, arrange for the delivery of a certificate of insurance completed by its insurance carrier, agent of broker certifying that at least the minimum insurance coverages required above are in effect and specifying whether the liability coverages are written on an occurrence form or a claims-made form, and that the coverages will not be cancelled or changed without thirty (30) days advance written notice to:

**AMENDMENT TEMPLATE – USE WHEN MAKING CHANGES
TO AN EXISTING AGREEMENT**

Board Report No. XX/XX - XXXXXX
Date of Approval by
Board of Trustees: XXXX / XX / 20XX

AMENDMENT TO AGREEMENT

THIS AMENDMENT NO.XX to AGREEMENT XXX/XXXX (XXXXXXXX) , is made between CONTRACTOR NAME, hereinafter referred to as the Consultant, and the **COMPTON UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the District.

WITNESSETH

The Consultant and District do mutually agree as follows _____

1. Amendment to extend the funding, time period, terms etc

2. Except as amended herein, the terms and conditions of said Agreement entered into on XXXXXXXX, shall remain in full force and effect.

IN WITNESS WHEREOF, said parties have executed this Amendment as of the date first above written.

COMPANY NAME

**COMPTON SCHOOL DISTRICT OF
LOS ANGELES COUNTY**

By _____

By _____

Business Services
Name _____

Alejandro Alvarez, Deputy Superintendent of

Date _____

Date: _____

Address _____

Phone (____) _____

Fiscal Year: 2017

SAMPLE REQUISITION:

20-Sep-2016 11:43 AM

CONTRACTS/AGREEMENT/AMENDMENT

COMPTON UNIFIED SCHOOL DISTRICT

Purchase Requisition: R17-XXXXXX

Vendor: XXXXXX
 Vendor Name
 Vendor Address
 Vendor City/State/Zip Code

Requested by: Your name
 Requested For: Your Dept. or School
 Deliver Site: Your Dept. or School
 Contract No.: Board Number
 Date Needed: Board Date

P.O. Number:

Line	Pseudo	Account Number	Unit Issue	Quantity	Percent	Amount	PreEncumbrance	Tax Amount	Ship Amt.	Total Cost
1	00000	ENTER APPLICABLE ACCOUNT NO. HERE	Lot	X	100.00%	0.00	0.00 (budgeted amount)	0.00	0.00	0.00
Description of Service. Full Title of Service Provider (include DBA). Beginning and Ending DATE(S) of Service ON AMENDMENT(S): Please INCLUDE the ORIGINAL P.O. NUMBER, BOARD DATE AND BOARD NUMBER. Requester MUST INCLUDE ALL Back-Up documentation. PROVIDE the number of EACH AMENDMENT/AGREEMENT YEAR. (In others words, A Clear Paper Trail Leading From Original Contract To Current Year Must Be Easily Identified in Order for a P.O. TO BE CREATED.										
Subtotal			Amount	Shipping Total	Amount	Tax	Amount	Total	Amount	
Comments: Name of Originator Extension of Originator Originator Department Authorized Signature(s) Names and extensions.										