



## COMPTON UNIFIED SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES

THIS **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
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**:

**“SEE ATTACHMENT FOR SCOPE OF SERVICES”**

#### 2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall begin on \_\_\_\_\_, and end by \_\_\_\_\_, unless otherwise terminated as stated in Section 8 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 with the **DISTRICT** program(s) and will be responsible for approving **CONSULTANT’S** invoices for payment.

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District’s Requestor

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Title

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School/Department

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

A. The DISTRICT agrees to pay CONSULTANT the fixed price of

\_\_\_\_\_ (\$ \_\_\_\_\_) or based on a \_\_\_\_\_ year contract as follows:

OR

B. Not to exceed (NTE) \_\_\_\_\_ (\$ \_\_\_\_\_) 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. One (1) invoice shall be submitted for payment. All invoices shall be mailed as indicated below. Payment will be made via First Class U.S. 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 the **CONSULTANT** 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 of 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** 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 prosecute 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**, if terminating the Agreement for cause is not 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 a ten (10) day 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 S. Santa Fe Ave.  
Compton, CA 90221

**CONSULTANT:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code  
( )

\_\_\_\_\_  
Telephone  
( )

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**10. CONFLICT OF INTEREST**

The **CONSULTANT** warrants that he/she/it has no business or financial interests which 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 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.

- Individual **CONSULTANT**                      SSN          -   -
  
- Proprietorship (One Owner)                      TIN        -
  
- Partnership (2 or more Owners)                      TIN        -
  
- Unincorporated Association                      TIN        -
  
- Corporation      C      or S                      TIN        -
  
- Non-Profit Organization                      TIN        -
  
- Limited Liability Company                      TIN        -

**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 check marked 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 (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.

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District Requestor's Signature

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Date

## 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” form 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 indicate that the **DISTRICT** be provided 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 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.

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

**CONSULTANT:**

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

\_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Shannon Soto, Ed.D.  
Chief Administrative Officer  
Business and Administrative Services

\_\_\_\_\_  
Consultant's Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
District Requestor's Signature

Date: \_\_\_\_\_