



COMPTON UNIFIED SCHOOL DISTRICT AGREEMENT FOR SOFTWARE 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** shall implement a web-based software system for students data and assessment management.

1. SERVICES TO BE RENDERED BY CONSULTANT:

CONSULTANT agrees to provide a web-based software system as further set forth in the attached proposal hereto and incorporated herein by reference as Appendix 1.

2. PERIOD OF PERFORMANCE

The web-based software service will be provided from _____ through _____, unless otherwise terminated as stated in Section 7 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.

District's Requestor

Title

School/Department

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

A. Pursuant to Appendix 1, The **DISTRICT** agrees to pay **CONSULTANT**

_____) or based on ____ years of the following price breakdown:

OR

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

(_____)

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

Payment will be made thirty (30) days after the receipt of an invoice signed-off by the District's Requestor. All invoices shall be mailed as indicated below. Payment will be made via First Class U.S. Mail addressed per Article 8 herein. The postmark will be deemed the date of payment.

5. **INDEMNIFICATION AND HOLD HARMLESS**

To the extent permitted by law, **CONSULTANT** agrees to defend, indemnify and hold harmless the **DISTRICT**, its Trustees administrators, agents, employees, and students, from and against any losses, damages, liabilities, claims, and costs arising out of a claim brought by a third party to the extent such claim or action is related to (i) the **CONSULTANT's** or its employees' or agents' negligent acts, omissions or intentional misconduct and (ii) the **CONSULTANT'S** breach of its representations and warranties under this Agreement .

6. **ASSIGNMENT**

CONSULTANT shall not assign this Agreement or any part thereof without the written consent of the **DISTRICT** other than to a subsidiary, its parent company or a corporate affiliate under same ownership and control as the **CONSULTANT**.

7. **TERMINATION**

Either party may terminate this Agreement following a material breach of the Agreement by the other party that is not cured within thirty (30) days written notice of such breach.

8. NOTICES

**DISTRICT:
COMPTON UNIFIED SCHOOL DISTRICT**

Accounts Payable
501 S. Santa Fe Ave.
Compton, CA 90221

CONSULTANT:

Name

Address

City State Zip Code
()

Telephone

Email

9. CONFLICT OF INTEREST

The **CONSULTANT** warrants that it has no business or financial interests which are in conflict with its 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.

10. 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 8.

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

11. COMPLIANCE WITH LAWS

CONSULTANT shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the service provided under this Agreement.

12. 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.

13. GOVERNING LAW

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

14. 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**.

15. ANTI-DISCRIMINATION

CONSULTANT agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

16. 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.

17. DEBARMENT CERTIFICATION

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

- (a) The **CONSULTANT** 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** 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: _____

Consultant's Printed Name and Title

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

Date: _____

Date: _____

By: _____
District Requestor's Signature

Date: _____