

**PASADENA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES
CONSULTANT SERVICES CONTRACT LESS THAN \$96,700.00
(SUBJECT TO BOARD APPROVAL)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, between the Pasadena Unified School District (“DISTRICT”) and _____, (“CONSULTANT”).

1. SCOPE OF SERVICES

A. CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following:

2. REPORTS

CONSULTANT shall provide reports as described below or in referenced Exhibit:

No report is required.

3. PLACE OF PERFORMANCE.

The place(s) of performance shall be:

4. PERIOD OF AGREEMENT

This Agreement is effective _____, 2020 and will be completed by _____ inclusive.

5. INDEPENDENT CONSULTANT

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.

CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations. CONSULTANT may be required to provide additional insurance to cover employment practices, general liability, professional liability, or other exposures reasonably related to the services or products to be provided under the Scope of Work performed by CONSULTANT, it's employees, agents, and subcontractors. Additional insurance requirements are specified in other provisions of this Agreement.

CONSULTANT represents and warrants that it is an independent business, engaged in the business of providing services and products represented by this Agreement to other customers and clients. District and Consultant agree to the following:

- CONSULTANT is free from the control and direction of the district in connection with the performance of this work, provided that the quality, timeliness, and other required substantive standards for performance and deliverables are satisfactorily completed as required by this Agreement.
- CONSULTANT performs work that is outside the usual course of the District's business, and has the requisite specialized skill, experience, and training to perform the services required under this Agreement.
- CONSULTANT is customarily engaged in an independently established trade, occupation, or business and satisfies the requirements for establishing an independent business under the laws and regulations of the jurisdictions in which CONSULTANT operates.

By initialing this section of the agreement, the consultant and its agents and employees, if applicable, certify and declare that the consultant, its agents and employees are not entitled to any benefits or entitlements from CalPERS or CalSTRS or from any other civil service agency. Should the consultant, its employees, agents or representatives initiate any legal action or claims for civil service benefits arising out of the work contemplated in this agreement, consultant agrees to defend and indemnify the District against any and all claims or legal actions. _____ (Initial here)

6. TAXES; INDEPENDENT CONTRACTOR STATUS

District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.

CONSULTANT further agrees to indemnify the District, its officers, agents, and employees from any and all liability, costs, expenses, or other damages arising from any legal or administrative proceeding brought by a federal, state, or local jurisdiction to recover unpaid taxes by Consultant.

7. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of _____ per _____ not to exceed a total of \$ _____ (_____). Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing.

CONSULTANT shall provide an invoice to DISTRICT on a monthly basis showing an accounting of hours worked.

8. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any lawsuit, administrative proceeding, liability, or claim of liability for wrongful death, personal injury, physical bodily injury to persons, mental health injury for emotional distress, contractual liability, employment practices liability, labor law violation, and/or damage to property sustained or claimed to have been sustained arising out of activities of the CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not.

Additionally, CONSULTANT shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses that are determined to be caused solely by the negligence of the DISTRICT or any of its agents or employees.

9. INSURANCE

CONSULTANT shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. CONSULTANT shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have Pasadena Unified School District, 351 S. Avenue, Pasadena, CA 91109, as the Certificate Holder and as additional insured.

As a condition precedent to this Agreement, CONSULTANT shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers with the State of California and with a rating equivalent to an A: VII by A.M. Best Company:

Check if required

<input type="checkbox"/>	Commercial General Liability Insurance	Each Occurrence	\$1,000,000
		General Aggregate	\$2,000,000
<input type="checkbox"/>	Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
		Injury/one death – Personal vehicles	\$15,000
		Injury/multiple death	\$30,000
		Property damage	\$5,000
<input type="checkbox"/>	Sexual Abuse & Molestation	Each Occurrence	\$2,000,000
		General Aggregate	\$2,000,000
		Each Occurrence	\$1,000,000
<input type="checkbox"/>	Professional Liability	General Aggregate	\$2,000,000
<input type="checkbox"/>	Workers' Compensation		Statutory limits
<input type="checkbox"/>	Employer's Liability	Each Occurrence	\$1,000,000

- a. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 10 01 if CONSULTANT is on DISTRICT premises in connection with the services provided under this Agreement (but this does not include Consultants who come to the District Office to meet with or to deliver reports to District staff).
 - (1) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
 - (2) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
 - (3) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage.
- b. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- c. Sexual Abuse & Molestation Insurance in an amount not less than \$2,000,000 per claim an in aggregate if this coverage is applicable to the type of services provided. This coverage is not required of consultants who are not directly working with students.
- d. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate if this coverage is applicable to the type of services provided. This coverage is not required of consultants providing teacher training services or grant evaluation.
- e. Workers' Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

DISTRICT may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Chief Business Officer or designee.

The coverage and limits required hereunder shall not in any way limit the liability of the CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks hereunder.

10. FINGERPRINTING

If DISTRICT determines that the services provided by CONSULTANT involve more than limited contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1.

11. TB TESTING

If DISTRICT determines that the services provided by CONSULTANT involve more than limited contact with students per California Ed Code §49406, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall submit to DISTRICT a “*TB Risk Assessment Questionnaire*” administered by a licensed health care provider if risk factors are identified, we will require TB testing and examination to determine that the CONSULTANT is free from infectious tuberculosis.

12. ASSIGNMENT

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

13. CONFIDENTIAL INFORMATION

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. “Confidential information” as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not “directory information” and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

14. WORK PRODUCT

District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind (“Work Product”) produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses

thereof except in CONSULTANT's performance of the Services will be permitted except by express written permission of the District. CONSULTANT acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or CONSULTANT's possession that may be protected from disclosure by applicable law, CONSULTANT agrees to abide by such law.

This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

15. INTELLECTUAL PROPERTY

Where appropriate within the scope of work provided by CONSULTANT District shall own all rights, title, and interest to all documents, data, content, software, or other intellectual property developed in accordance with this Agreement. All material and publications developed under this Agreement shall be attributed to District and will include, where appropriate, District's identification and/or logo, as agreed upon by the parties.

16. DISCRIMINATION

With respect to all work performed in accordance with this Agreement, the parties and their officers, employees, agents, and volunteers shall not discriminate on the basis of race, color, national origin, ancestry, citizenship, religion, sex, sexual orientation, gender identify or expression, physical or mental disability, pregnancy status, medical condition (cancer related or genetic characteristics), marital status, age, or status as a covered military service member or veteran.

17. TERMINATION

The term of this Agreement shall commence on _____ and shall continue through _____. Either party can terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination. Such written notice shall be sufficient to stop further performance of services by CONSULTANT. In the event of termination prior to the end of the term of this Agreement, CONSULTANT shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

18. FORCE MAJEURE

CONSULTANT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONSULTANT gives written notice of the cause of the delay to the DISTRICT within 36 hours of the start of the delay and CONSULTANT avails itself of any available remedies.

19. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Los Angeles County, California.

20. SEVERABILITY

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

21. BOARD APPROVAL REQUIRED

Agreements shall not be a valid and binding obligation of the District, unless and until executed by both parties and approved or ratified by the District's Board of Education.

22. WAIVER

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

23. ENTIRE AGREEMENT

This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT, shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section 1. This Agreement may only be changed by the parties' written mutual agreement.

[Consultant Name]:

Pasadena Unified School District

Consultant Signature

PUSD Designee or Authorized Signature

Taxpayer ID no. or Soc. Sec. Number

Date

Street Address

Pasadena Unified School District
351 S. Hudson Avenue
Pasadena, CA 91109
(626) 396-3600 ext. 88151-fax (626) 432-1829

City, State, Zip Code

Date

ORIGINATING SITE/DEPARTMENT:

Print Department Name

INITIALS of Site/Dept. Admin.

SIGNATURE OF AUTHORIZING CHIEF

ACCOUNT(S) TO BE CHARGED:

Fund/Resource/Goal/Function/Object/Location _____

Funding/Resource Name _____

Fund/Resource/Goal/Function/Object/Location _____

Funding/Resource Name _____