

Agreement for Consultant Services

This Agreement is entered this 18th day of November 2015 by and between the La Cañada Unified School District (hereinafter referred to as "District") and Student Support Services Solutions, Inc. (hereinafter referred to as "Consultant").

WHEREAS, Government Code Section 53060 authorize the District to employ professional experts for specific projects or services; and

WHEREAS, the Consultant possesses special skills and expertise for services desired by the District.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Consultant and the District hereby agree as follows:

1. **Consultant Agreement.** The DISTRICT hereby agrees to engage the Consultant to provide the District with services (the "Services") consisting of:

From November 2015 through December 2015, update and revise specified board policies and administrative regulations related to school attendance. Specifically, the Consultant will:

- a. Update and revise BP/AR 5113 (Absences and Excuses) and BP/AR 5113.1 (Chronic Absence and Truancy). Existing language that is to be removed will be marked by strikethroughs and language to be added will be bolded, italicized and underlined in preparation for presentation to the Governing Board.
- b. Discuss with appropriate staff the inclusion of district-specific practices and procedures in areas authorized by law.
- c. Cross reference and conduct a cursory review of other policies that are cited while conducting the updates and revisions stated above. Furthermore, recommend any that are in critical need of revision.
- d. Recommend changes to or creation of forms and notices that are utilized at the school and district level

2. **Term of Agreement.** The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to early termination as provided by this Agreement. The term of this Agreement may be extended, not to exceed five years, by mutual written agreement between the District and the Consultant.

3. **Independent Contractor Status.** The Consultant shall be an independent contractor and not an agent or employee of the District under this Agreement. The District shall have no right to control and shall not attempt to control the method and manner used to accomplish the Services detailed in this Agreement. The Consultant shall provide the tools and instrumentalities for the performance of this contract.

4. **Performance Agreement.** The Consultant agrees that during the term of this Agreement, the Consultant will perform to the best of the Consultant's abilities and experience, all of the duties and obligations either expressly or implicitly required by this Agreement. The Consultant agrees to devote the amount of time necessary to complete the services detailed in this Agreement in a timely fashion.

5. **Ownership of Records.** All records, files and supporting data accumulated and/or prepared by the Consultant in the course of performance of this Agreement shall be and remain the property of the District. The Consultant may not reproduce and/or use the data for any purpose without the District's approval.

6. Authority. It is expressly agreed that the Consultant shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the District, whether oral or written, without the express written consent of the District.
7. Compensation. The District shall pay five hundred dollars (\$500) per hour for the Services set forth in #1 of this Agreement. Additional services provided shall be first discussed and mutually agreed upon by the Consultant and the District. Payment shall be made to the Consultant as follows:

Payments upon receipt of accurate invoice of services rendered. Payments must be received by the Consultant within thirty (30) calendar days from the date of the invoice. Payments not received for services rendered may delay further services from being performed by the Consultant.

8. Termination. The District may terminate this Agreement by giving thirty (30) calendar days written notice to the Consultant. In the event the District elects to terminate the Agreement without cause, it shall pay the Consultant for services rendered to such date.

If either the District or the Consultant fails to perform any of its obligations under this Agreement, within the time and in the manner provided or otherwise violates any of the terms of this Agreement, either party may terminate this Agreement by giving seven (7) days written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive payment for all services satisfactorily rendered to such date.

9. Indemnification. The Consultant agrees to indemnify and hold harmless the District, its officers, board members, agents and employees from and against any and all liabilities, losses, claims, lawsuits, judgments, obligations, costs, damages or expenses including attorney's fees arising from any act or omission of the Consultant or any agent of the Consultant.
10. Insurance and Taxes. The Consultant shall be responsible for carrying its own workers' compensation insurance. The District shall not withhold or set aside state or federal income tax, FICA taxes, unemployment insurance, disability insurance, or any other federal or state taxes or payments whatsoever. IRS regulations require the District to report all payments to individuals for consultant services. The Consultant shall be responsible for collection and payment of any and all sales and/or use taxes. It shall be the sole responsibility of the Consultant to account for all of the above and the Consultant agrees to hold the District harmless for all liability for these taxes.
11. Services to Others. The Consultant is free to perform services to other agencies or business entities during the term of this Agreement.
12. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Consultant without the prior written consent of the District. In the event of an assignment by the Consultant to which the District has consented, the assignee or his/her legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenant, obligations, and agreements contained herein.
13. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on their heirs, executors, administrators, successors, and assigns of the respective parties.
14. Attorney Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he/she may be entitled.

15. **Nondiscrimination.** The Consultant shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, gender identity, gender expression, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
16. **Extra (Amended) Services.** Only the Superintendent may authorize extra and/or amended services. The parties expressly recognize that the District and school personnel are without authorization to either order extra and/or amended services or waive contract requirements. Failure of the Consultant to secure proper authorization for extra services shall constitute a waiver of any and all right to adjustment in the contract fees or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work. The Consultant further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by the Consultant without the express and prior written authorization of the Superintendent.
17. **Severability.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be effected by such holding, and all of the remaining provision of this Agreement shall continue in full force and effect.
18. **Entire Agreement.** This Agreement contains all the understandings and agreements between the parties and the Consultant acknowledges that there are no other written or oral understandings, agreements, covenants, or provisions governing the relationship between the Consultant and the District. Any modification or waiver of this Agreement must be expressly made in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

LA CAÑADA UNIFIED SCHOOL DISTRICT

STUDENT SUPPORT SERVICES SOLUTIONS, INC.


Wendy Sinnette, Superintendent


Maria Hwang de Bravo, Consultant

12-1-15

Date

11/18/15

Date

FEIN: 47-3991956

Student Support Services Solutions, Inc.
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