



CONTRACT NUMBER C-20566:20:21	AMENDMENT NUMBER
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This Contract is made and entered into this 17th day of August 2020 by and between the **Los Angeles County Office of Education** (hereinafter referred to as "LACOE" and _____ South Whittier School District (hereinafter referred to as "Contractor/Consultant/District").

CONTRACTOR/CONSULTANT/DISTRICT South Whittier School District	CONTACT NAME Stacy Ayers
STREET ADDRESS, CITY, STATE, ZIP CODE 11200 Telechron Ave., Whittier, CA 90605	CONTACT EMAIL ADDRESS sayers@swhittier.net

Scope of Work:

College and Career Readiness/AVID staff will provide services for the equivalent of ten days at the rate of \$1,000/day (including extra technical assistance, consultation, coaching, planning and materials) to include but not limited to: customized support for AVID Excel and AVID Elective in the district; professional development, including integrating instructional strategies; observation/coaching/consultation with teachers and administrators.

START DATE 08/17/2020	END DATE 06/30/2021	TOTAL NOT TO EXCEED \$ 10,000.00
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Fees:

☒ **LACOE Income** ☐ **LACOE Expenditure**

Compensation for Services \$ 1,000.00/day for the equivalent of 10 days

Covered Expenses (Original itemized receipts required)

Travel	\$ <u>n/a</u>
Mileage	\$ <u>n/a</u>
Lodging/Meals	\$ <u>n/a</u>
Other (Specify) _____	\$ <u>n/a</u>

Total Amount of Increase/Decrease (*if amendment) \$ _____

Agreement For Services

- Contractor/Consultant/District agrees to perform services (or to pay for LACOE services) as specified on this document, on the dates as specified for the rates indicated.
- The parties agree to comply with this Agreement/Amendment and the following exhibits which are, by reference, incorporated herein and made part of this Agreement/Amendment.

The marked provisions below are incorporated herein and made part of the Contract.

- ☒ **Exhibit A** - Terms and Conditions DI 2.0 viewable at www.lacoe.edu/contracts
- ☐ **Exhibit B** - Additional Scope of Work (if applicable)
- ☐ **Exhibit** - _____
- ☐ **Exhibit** - _____
- ☐ **All other terms and conditions remain the same.**
- ☐ **Employee of a Public Entity:** If Consultant is currently employed by a public entity, and will be employed by that public entity during the time in which Consultant will perform work on this Contract, Consultant represents that, prior to entering into this Contract, Consultant notified the public entity of the work proposed to be performed under this Contract and obtained approval from the public entity in accordance with the public entity's policies regarding outside employment and/or conflicts of interest.

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- ☐ **Public Retirement System Retiree:** Contractor must disclose to LACOE if any of Contractor's employees working under this Contract have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's employees have retired from CalPERS. If Contractor's employees have retired from either CalSTRS or CalPERS, Contractor should be aware that LACOE is required to report all payments under this and any additional Agreements in any given year.
- ☐ **Insurance Requirements in Addition to Section 5 :** Without limiting the Contractor's, its officers, agents, employees, subcontractors, representatives and volunteers' (collectively hereinafter in this Section referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section referred to as LACOE), and as a material condition of this Contract, the Contractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

5.1 Minimum Scope and Limits of Insurance

- ☐ 5.1.1 **Commercial General Liability Coverage**, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$ _____ per occurrence and an annual general aggregate limit not less than \$ _____. The policy shall be endorsed to name LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.
- ☐ 5.1.2 **Business Automobile Liability Coverage**, with limits as required by the State of California.
- ☐ 5.1.3 **Workers Compensation Insurance**, with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

5.2 Endorsements

The Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for as indicated above, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability coverage. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of insurance shall be faxed to (951) 766-2299, upload to <http://www.ebixcerts.com>, emailed to Lacoe@ebix.com, or mailed to:

Los Angeles County Office of Education
Insurance Compliance
P. O. Box 100085-LA
Duluth, GA 30096

5.3 Other Insurance Provisions

The Contractor shall cause its insurance policies to be amended to state the following:

- 5.3.1 The Contractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the Contractor's insurance and shall not contribute to it.
- 5.3.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.
- 5.3.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to LACOE.
- 5.3.4 Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

Acknowledgement and Agreement (I have read this agreement and agree to its terms.)

CONTRACTOR'S NAME AND TITLE (PRINT)	SIGNATURE	DATE
LACOE DESIGNEE NAME AND TITLE (PRINT) Patricia Smith, Chief Financial Officer	SIGNATURE	DATE

Contracts Section Use Only

AGENDA DATE 08/17/2020	CONTRACT ISSUED BY MLC
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