

LIBRARY SERVICES AGREEMENT BETWEEN
SOUTH WHITTIER SCHOOL DISTRICT
AND
JENNIFER M. BLISS

This Agreement (“AGREEMENT”) is entered as of this 16th day of June, 2021. ("Effective Date"), by and between the SOUTH WHITTIER SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter I of Division 3 of Title 2 of the Education Code of the State of California (the “DISTRICT”) and Jennifer M. Bliss (“CONSULTANT”). The DISTRICT and CONSULTANT may be individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT requires such special services and advice related to library services and librarian functions; and

WHEREAS, CONSULTANT is specially trained, experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

AGREEMENT

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant and Scope of Services. Pursuant to the terms of this AGREEMENT, the CONSULTANT shall provide the following services: Assist with special services and advice related to library functions, including but not limited to assisting with the selection and ordering of school library books and consulting with DISTRICT staff regarding school library activities. CONSULTANT is required to be a credentialed school librarian who shall maintain a valid teacher librarian services credential and any other requisite credentials for the term of this AGREEMENT.

CONSULTANT shall provide no less than **2 – 3 hours per month** of services to the DISTRICT as contemplated under this AGREEMENT. The CONSULTANT may perform services in excess of this requirement at the DISTRICT’s discretion. Such services shall be within the agreed upon compensation set forth in Section 3., unless otherwise agreed to in writing by the Parties. In no event shall CONSULTANT’s services **exceed thirty (30) hours** for the academic school year.

Section 2. Term of the AGREEMENT. The term of this AGREEMENT will be **June 16, 2021 through June 30, 2022**, subject to termination as set forth herein.

Section 3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee **not to exceed \$ 2000 (two thousand dollars)**. DISTRICT shall pay CONSULTANT within thirty (30) days of receipt of an approved

invoice. The DISTRICT shall not be liable to CONSULTANT or responsible for any costs incurred by CONSULTANT that have not been approved by the DISTRICT pursuant to this AGREEMENT or otherwise in writing.

Section 4. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent CONSULTANT. CONSULTANT understands and agrees that they and all of their employees shall not be considered officers, employees or agents of the DISTRICT. CONSULTANT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT and their employees.

Section 5. Termination. Either Party may, at any time, with or without reason, terminate this AGREEMENT by providing thirty (30) days prior written notice to the other Party. In the event of a termination, the DISTRICT's sole liability to CONSULTANT shall be any approved invoices and/or costs incurred as of the date of the termination, which shall be the date of the termination notice issued by either Party.

The DISTRICT may immediately terminate this AGREEMENT for cause, without any prior notice, for any breach of the AGREEMENT by CONSULTANT, including but not limited to any misconduct on the part of CONSULTANT or failure to maintain the requisite credentials. In the event of a termination for cause, DISTRICT may secure the required services from another CONSULTANT. If the cost to DISTRICT exceeds the cost of providing the services pursuant to the AGREEMENT, CONSULTANT shall pay the additional cost.

Section 6. Indemnification. CONSULTANT agrees to hold harmless, indemnify, and defend DISTRICT and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this AGREEMENT. CONSULTANT also agrees to hold harmless, indemnify, and defend DISTRICT and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing services, or materials to CONSULTANT in connection with the performance of the AGREEMENT. This provision survives termination of this AGREEMENT.

Section 7. Insurance. CONSULTANT agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, as requested by the DISTRICT for purposes of effectuating the purposes of this AGREEMENT. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance shall be provided to the DISTRICT upon written request.

Section 8. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

Section 9. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to providing school librarian services in the State of California. CONSULTANT further agrees to

comply with all local, state, federal and DISTRICT regulations and guidelines related to COVID-19.

Section 10. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California. This AGREEMENT is made in and shall be performed in Los Angeles County, California.

Section 11. Notice. All notices or demands to be given under this AGREEMENT by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Notice shall be considered given when received, if personally served; or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

SOUTH WHITTIER SCHOOL DISTRICT

Dr. M Tienda-Ayala, Associate Superintendent of Human Resources
11200 Telechron Avenue
Whittier, California 90605
(562) 944-6231
mayala@swhittier.net

CONSULTANT

Jennifer M. Bliss
3132 Druid Ln.
Rossmoor, CA 90720
(562) 904-3580 ext. 4336
jebliss@dusd.net

Section 12. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONSULTANT's services under this AGREEMENT and CONSULTANT certifies its compliance with these provisions as follows: "CONSULTANT has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONSULTANT's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by DISTRICT or acting as independent contractors of CONSULTANT, who may have contact with DISTRICT pupils in the course of providing services pursuant to the AGREEMENT, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONSULTANT further certifies that it has received and reviewed fingerprint results for each of its Employees and CONSULTANT has requested and reviewed subsequent arrest records for all Employees who may come into contact with DISTRICT pupils in providing services to the DISTRICT under this AGREEMENT."

Section 13. Tuberculosis ("TB") Screening. In compliance with applicable law, TB Screening will be completed at the DISTRICT's request through the DISTRICT's Human

Resources Department prior to commencing the services contemplated under this AGREEMENT.

Section 14. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, or any action arise as a result of this AGREEMENT, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees and costs.

Section 15. Entire Agreement and No Amendment Thereto. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only in writing executed by both Parties to the AGREEMENT.

Section 16. Anti-Discrimination. It is the policy of DISTRICT that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONSULTANT agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, the CONSULTANT agrees to require like compliance by all its subcontractors. CONSULTANT shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

Section 17. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, any consultants, or subcontractors are to smoke or use drugs or alcohol on these sites.

Section 18. Copyright/Trademark/Patent/Ownership. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permissions. DISTRICT shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of DISTRICT.

Section 19. Waiver. No delay or omission by either Party in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the AGREEMENT.

Section 20. No Rights in Third Parties. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

Section 21. Confidentiality. CONSULTANT and all personnel designated by CONSULTANT to perform under this AGREEMENT shall maintain the confidentiality of all information received in the course of performing this AGREEMENT. This requirement shall extend beyond the effective termination or expiration date of this AGREEMENT. In the event

CONSULTANT receives student data protected by the Family Educational Rights and Privacy Act (“FERPA”), CONSULTANT shall abide by Education Code section 49073, including the following: (a) CONSULTANT shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) CONSULTANT shall delete or otherwise dispose of student data in its possession after the termination of services under this AGREEMENT (c) CONSULTANT shall undertake reasonable precautions to protect the student data and shall promptly report to the DISTRICT any unauthorized access to the student data.

Section 22. Conflict of Interest. CONSULTANT shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. CONSULTANT shall not hire any officer or employee of DISTRICT to perform any service by this AGREEMENT. CONSULTANT affirms to the best of his/her/their knowledge, there exists no actual or potential conflict of interest between CONSULTANT’s family, business or financial interest and the services provided under this AGREEMENT. In the event of change in either private interest or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be brought to DISTRICT’s attention in writing. Through its execution of this AGREEMENT, CONSULTANT acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONSULTANT receives any information subsequent to execution of this AGREEMENT, which might constitute a violation of said provisions, CONSULTANT agrees it shall notify DISTRICT of this information.

Section 23. Governing Board Approval. The DISTRICT shall not be bound by the terms of this AGREEMENT until it has been formally approved or ratified by the DISTRICT’S Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONSULTANT absent formal approval.

Section 24. Incorporation of Recitals. The Recitals and any exhibits hereto are incorporated herein by reference.

Section 25. Authority to Execute. Each Party has the full power and authority to enter into and perform the AGREEMENT and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this AGREEMENT.

Section 26. Counterparts. This AGREEMENT and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

SOUTH WHITTIER SCHOOL DISTRICT

By: _____

Dated: _____

Dr. Marti Tienda-Ayala
Associate Superintendent, Human Resources

CONSULTANT

By: *Jennifer Bliss*

Dated: Jennifer Bliss (May 20, 2021 10:48 PDT)

Jennifer M. Bliss
Librarian

792-5/6097732.1

Librarian Consultant Contract

Final Audit Report

2021-05-20

| | |
|-----------------|---|
| Created: | 2021-05-17 |
| By: | Carmen Munoz (cmunoz@swhittier.net) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAADpvskk05Bivby16Jb9ZHT339ZaKQ6Tk |

"Librarian Consultant Contract" History

-  Document created by Carmen Munoz (cmunoz@swhittier.net)
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-  Document emailed to Jennifer Bliss (jebliss@dusd.net) for signature
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