

**FONTANA UNIFIED SCHOOL DISTRICT**

9680 Citrus Avenue  
Fontana, C.A. 92335

**AGREEMENT FOR CONSULTANT SERVICES**

This AGREEMENT is hereby entered into between Fontana Unified School District, hereinafter referred to as "DISTRICT", and \_\_\_\_\_

\_\_\_\_\_  
*CONSULTANT*

\_\_\_\_\_  
*TAXPAYER I.D. NUMBER*

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

hereinafter referred to as "CONSULTANT".

**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, experienced and competent to perform the special services required; and

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

**NOW THEREFORE**, the parties agree as follows:

1. Services to be Provided by CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

School Site / Department: \_\_\_\_\_

2. Term: CONSULTANT shall commence providing services under this AGREEMENT on \_\_\_\_\_ and will diligently perform as required and complete performance by \_\_\_\_\_.

3. Compensation:
  - A. DISTRICT agrees to pay the consultant for services satisfactory rendered pursuant to this AGREEMENT, a total fee not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) DISTRICT shall pay consultant according to the following terms and conditions: \_\_\_\_\_  
\_\_\_\_\_
  - B. DISTRICT will not withhold federal or state income tax deductions from payments made to CONSULTANT under this agreement if CONSULTANT provides DISTRICT with his/her Social Security Number or a Taxpayer ID Number (see I.R.S. Form 1099). DISTRICT will provide CONSULTANT and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by I.R.S.
  - C. DISTRICT will provide CONSULTANT with a form which CONSULTANT may use to request payment under this agreement; however, an invoice from the CONSULTANT will be accepted. All invoices are to be sent to the school site/department that requested services to be signed by Principal/Department Head. Payment cannot be processed until signature of Principal/Department Head is on either Request for Payment Form or Invoice.
4. Expenses: DISTRICT shall not be liable to CONSULTANT for any cost or expenses paid for or incurred by CONSULTANT in performing services for DISTRICT, unless indicated in Paragraph 3 above.
5. Independent Consultant: CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent consultant and as such, is subject to direction of DISTRICT as to the result to be accomplished and not as the means and manner by which such results is to be accomplished. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes full responsibility for the acts and/or omissions of his/her employees or agents 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'S employees.

6. Material: CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, unless otherwise arranged with site. CONSULTANT'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
7. Originality of Services: CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.
8. Copyright/Trademark/Patent: DISTRICT agrees that CONSULTANT shall use its previously developed and to-be-developed tools, surveys and other copyright- and patent-protectable resources in fulfillment of this Agreement. All such material shall remain the exclusive ownership of CONSULTANT with a limited right to use and reproduce those materials provided to DISTRICT for its continued use and application of the training services which include: workbook material and surveys. DISTRICT may not reproduce or in any way utilize these materials for competitive purposes or provide them to others including the use of the materials to provide substantially similar training outside of DISTRICT's own internal use.
9. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement:
  - A. If, at any time during the performance of the agreement, DISTRICT determines, at DISTRICT'S sole discretion to suspend indefinitely or abandon the work under this agreement, DISTRICT shall have the right to cancel this agreement and terminate the performance of CONSUTANT'S services hereunder. In the event of such cancellation, notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
  - B. If the cancellation is for unsatisfactory performance, DISTRICT shall be obligated to pay CONSULTANT only for those services deemed by DISTRICT to be satisfactory as of the effective date of the cancellation or termination. In the event of such termination, the DISTRICT may secure the required services from another consultant. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. If the cancellation is the result of DISTRICT'S decision to suspend

indefinitely or abandon the work under this agreement, DISTRICT shall be obligated to pay CONSULTANT only for those services performed by CONSULTANT through the effective date of cancellation or termination. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.

10. Successors and Assigns:

This AGREEMENT shall not be assignable except with the written consent of the parties hereto.

11. Special Provisions:

A. If CONSULTANT is an individual, he or she shall complete the certification block on the "Request for Payment" form provided by DISTRICT stating whether or not CONSULTANT is a retired member of the State Teacher's Retirement System of the State of California.

B. This AGREEMENT may be amended by the mutual written consent of the parties hereto.

12. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT, its officers, agents and employees from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

A. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees or agents.

B. Any injury to or death of any persons, including the DISTRICT, its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the consultant, either directly or by independent contract, arising out of, or in any way connected with, services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees or agents.

C. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

13. Insurance: Pursuant to Section 13, CONSULTANT agrees to carry comprehensive general and automobile liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory". Prior to providing services under this AGREEMENT, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT, its officers, agents and employees as additional insured under said policy. Except for Errors and Omissions Liability and Professional Liability, CONSULTANT shall require the carriers of the above-required coverages to waive all rights of subrogation against DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors. (Please check with DISTRICT'S Risk Manager regarding any and all insurance provisions).
14. Assignment: The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
15. 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 CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in operations covered by the AGREEMENT or accruing out of the performance of such operations.
16. Animals on Campus: Animals are not allowed on any school campus unless approved, in writing, from the District.
17. Fingerprinting: This AGREEMENT is subject to the provisions of Education Code Section 45125.1. CONSULTANTS' employees are required to submit fingerprints to the Department of Justice when an employee may come into contact with students at any DISTRICT site. The Department of Justice will ascertain whether the employee has pending criminal proceeding for a violent or serious felony or has been convicted of violent or serious

felony as they are defined in Penal Code Sections 667.5c and 1192.7c, respectively. Consultant shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1 Consultant shall provide DISTRICT with a list of names of employees who may come in contact with students and must certify in writing to the DISTRICT that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. DISTRICT may request the removal of an employee from a DISTRICT site at any time. Failure to comply with this provision may result in termination of the AGREEMENT.

18. Permit/Licenses: CONSULTANT and CONSULTANT'S employee or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
19. Employment With Public Agency: CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
20. Entire Agreement/Amendment: 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 by a written amendment executed by both parties to the AGREEMENT.
21. Affirmative Action Employment: CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non Waiver: The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon the strict performance of any term or condition of the AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. 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. Service 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 or this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

**DISTRICT:**

FONTANA UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
9680 CITRUS AVENUE  
FONTANA, CA 92335

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. Severability: If any term, condition or provisions of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law: The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in San Bernardino County, California.

**CONSULTANT:** \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*(SSN or TAX ID NO)*

**FONTANA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Janie Rowland  
Director of Purchasing

By: \_\_\_\_\_  
Alejandro Alvarez  
Associate Superintendent  
Business Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*This document MUST be typed – no hand-written contracts will be approved.