

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the Superintendent of the **San Luis Obispo County Office of Education**, San Luis Obispo, California, hereinafter referred to as SLOCOE, and _____, whose principal place of business is in _____, hereinafter referred to as **Consultant**.

IT IS AGREED THAT:

- I. Consultant will provide the services as set forth in this Agreement and in Exhibit A, which is attached hereto and made a part hereof, in coordination with the County Superintendent or his designee.
- II. This Agreement shall be for a period commencing on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____.
- III. **Total compensation under this contract shall not exceed \$_____, and will be subject to availability of program/project funding. Advanced notice of changes in funding, if required, will be provided to Consultant prior to beginning each program/project noted in Exhibit A.**
- IV. Upon completion of services to be performed, payments for services and reimbursement for expenses under this Agreement shall be made within 30 days **upon receipt of invoice from Consultant**. Invoice must be received by Consultant no later than _____.
- V. Consultant shall not assign or transfer in any way their interest or obligations under this Agreement without the written consent of the Superintendent or designee. Any assignment not approved by the Superintendent or designee is void.
- VI. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
- VII. This Agreement may be terminated by SLOCOE with written notification to the Consultant if work performed is unsatisfactory or scope of work cannot be met.
- VIII. In the performance of the services contemplated by this Agreement, Consultant is an independent contractor who will control and direct the method, details and means of performing the services described in Exhibit A. The services completed herein must, however, meet the approval of SLOCOE and shall be subject to SLOCOE's general right of inspection and supervision to ensure the satisfactory completion of said services.

Consultant understands and agrees that he/she and all of his/her employees and agents are not employees of SLOCOE and are not entitled to the rights or benefits to which SLOCOE employees are normally entitled, such as unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefits.

Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions including, but not limited to, unemployment insurance, social security, and income taxes with respect to Consultant and Consultant's employees and agents.

Consultant agrees to indemnify SLOCOE for any claims, losses, fees, penalties, interest or damages suffered by SLOCOE resulting from the Consultant's failure to comply with this provision.

Consultant shall furnish, at his/her own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement, except for that provided by SLOCOE.

Consultant agrees to defend, indemnify and hold harmless SLOCOE, its directors, officers, employees, and agents from any and all liabilities, claims, demands, costs and damages (including reasonable attorney's fees and litigation costs) arising in any way out of Consultant's negligence or willful misconduct in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by Consultant and/or the Consultant's employees or agents.

- IX. Consultant agrees to notify his/her school employer (if employed by a school district, county superintendent or other school entity) of this Agreement and the dates upon which he/she intends to perform pursuant to this Agreement. Consultant agrees that he/she will not accept any salary, other than leave, compensatory time off or vacation benefits, from his/her school employer while he/she is performing services pursuant to this Agreement.
- X. The Contractor/Consultant named in this Agreement with the SLOCOE hereby certifies that the Contractor/Consultant has either:
- a) Received notification from SLOCOE that the contracted services do not require any unsupervised access to pupils of SLO County and certifies that an **Exemption from Department of Justice Clearance Requirements** form is included as an attachment to this contract and is required before this Agreement becomes effective; or
 - b) The Consultant has provided a notarized affidavit that all employees or representatives working on any school site during the student day or having any unsupervised access to pupils have received a clearance from the Department of Justice for all employees and/or representatives who will have unsupervised access to students as described in Education Code 45125.1. Consultant also certifies that a notarized copy of an **Affidavit Certifying Clearance** or a copy of the completed **Request for Authorization to receive State Summary Criminal History Information-Contract Employer for School Education Code Section 45125.1** form is included as an attachment to this Agreement and is required before this Agreement becomes effective.
- XI. **Debarment and Suspension (E.O.s 12549 and 12689)** - It is understood and agreed that the Consultant is aware of the provisions regarding debarment and suspension,

Initials

Initials

and by signing this Agreement confirm that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from this transaction by any Federal Department or Agency. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

XII. **Equal Employment Opportunity** – It is understood and agreed that this Agreement shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

XIII. This Agreement constitutes the sole and only agreement between SLOCOE and Consultant concerning the subject matter herein. Any prior or other agreements or representations between SLOCOE and Consultant regarding those matters are null and void unless expressly set forth in this Agreement. No waiver of any term, condition or covenant of this Agreement shall be presumed or implied. Any such waiver must be expressly made in writing by the party waiving the term, condition or covenant. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Director/Manager
San Luis Obispo County Office of Education

Date

County Superintendent, or Designee
San Luis Obispo County Office of Education

Date

Consultant

Date

Are you an employee and/or substitute of SLOCOE or any public institution deducting CalPERS or CalSTRS for pension purposes? YES NO

Consultant's Mailing Address & Telephone:

FOR SLOCOE USE ONLY
Budget Code #:
Fiscal Director Approval:
Date:
P.O.#:

Attachment to Agreement for Consultant's Services

Exhibit A

How To Write Exhibit A

(Please provide specifics: what are the deliverables; date/s of deliverables, what consultant expenses will be covered by invoices; and whether services are based on a flat rate or hourly rate.)

- A. What is the service**
 - a. Contracted amount for service**
- B. How Invoiced / Consultant R**
 - a. Hourly**
 - b. Lump Sum**
- C. How long / scope of service / time**
 - a. Hours**
 - b. Supplies**
 - c. Frequency**
 - d. Number of participants**