

PALO VERDE UNIFIED SCHOOL DISTRICT
295 North First Street
Blythe, CA 92225



AGREEMENT FOR CONSULTANT SERVICES

RECITALS

WHEREAS, CONTRACTOR is specially skilled, trained, experienced, and competent to render the services and advice described in Article 3 of this agreement and DISTRICT requires these services and advice; and

NOW, THEREFORE, DISTRICT and CONTRACTOR mutually agree as follows:

THIS AGREEMENT, made and entered into this 18th day of April, 2018, by and between the PALO VERDE UNIFIED SCHOOL DISTRICT, hereinafter called "DISTRICT", having a principal place of business at 295 North First Street, Blythe, CA. 92225, and DENNIS DEEDS called "CONTRACTOR", having a principal place of business at 700 SEIRRA WAY, PALM SPRINGS, CA 92264.

ARTICLE 1. TERM OF CONTRACT

Section 1.10. Term of Contract

This agreement will commence March 26, 2018 through June 2, 2018 unless terminated in accordance with the provisions of Article 7 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.10. Independent Contractor Status

It is the express intention of the parties that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venture or partner of DISTRICT. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between DISTRICT and CONTRACTOR or any employee or agent of CONTRACTOR. Both parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.10. Specific Services: CONTRACTOR will provide an assistive technology assessment to include a records review, student assessment, and teacher/ staff interviews. A written report will be provided to the District. Participation in an IEP meeting via phone conference call or Skype; for student ID#134403.

1 Section 3.20. Method of Performing Services

2 CONTRACTOR will determine the method, details, and means of performing the
3 above described services. DISTRICT shall have no right to, and shall not, control
4 the manner or determine the method of accomplishing CONTRACTOR'S
5 services.

6
7 Section 3.30. Employment of Assistants

8 CONTRACTOR may, at the CONTRACTOR'S own expense, employ such
9 assistants as CONTRACTOR deems necessary to perform the services required of
10 CONTRACTOR by this agreement. DISTRICT may not control, direct, or
11 supervise CONTRACTOR'S assistants or employees in the performance of those
12 services. CONTRACTOR assumes full and sole responsibility for the payment of
13 all compensation and expenses of these assistants and for all state and federal
14 income tax, unemployment insurance, Social Security, disability insurance and
15 other applicable withholdings.

16
17 Section 3.40. Place of Work

18 CONTRACTOR shall perform the services required by this agreement at any
19 place or location and at such times as CONTRACTOR shall determine.

20
21 ARTICLE 4. COMPENSATION

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23 Section 4.10. Compensation

24 The DISTRICT will pay the CONTRACTOR for services rendered at a rate of
25 One Thousand Dollars (\$1,000.00) for the duration of the said project, which
26 includes all expenses of travel, lodging, meals and telephone.

27
28 Section 4.20. Invoices

29 CONTRACTOR will provide DISTRICT with forms which CONTRACTOR will
30 use to request payment under this agreement. For each month of service, the
31 "Request for Payment" forms must be returned to DISTRICT and must include
32 CONTRACTORS signature and social security number or tax identification
33 number.

34
35 Section 4.30. Date for Payment of Compensation

36 The DISTRICT shall pay CONTRACTOR in full at the completion of the
37 required services as stated in Section 3.10. If the CONTRACTOR desires partial
38 payments for each month of service, payments will be made within 30 days of the
39 DISTRICT receipt of CONTRACTOR's invoice.

40
41 Section 4.40. Expenses

42 CONTRACTOR shall be responsible for all costs and expenses incident to the
43 performance of services for DISTRICT, including but not limited to, all costs of
44 equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes
45 required of or imposed against CONTRACTOR and all other of
46 CONTRACTOR'S costs of doing business. DISTRICT shall be responsible for no
47 expenses incurred by CONTRACTOR in performing services for DISTRICT.

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2 ARTICLE 5. OBLIGATIONS OF CONTRACTOR
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4 Section 5.10. Tools and Instrumentalities

5 CONTRACTOR will supply all tools and instrumentalities required to perform
6 the services under this agreement. CONTRACTOR is not required to purchase or
7 rent any tools, equipment or services from DISTRICT.
8

9 Section 5.20. Workers' Compensation

10 CONTRACTOR agrees to provide workers' compensation insurance for
11 CONTRACTOR employees and agents and agrees to hold harmless and
12 indemnify DISTRICT for any and all claims arising out of any injury, disability,
13 or death of any of CONTRACTOR employees or agents.
14

15 Section 5.30. Hold Harmless

16 CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend
17 the DISTRICT and its officers, agents and employees from every claim or demand
18 made and every liability, loss, damage or expense, of any nature whatsoever,
19 which may be incurred by reason of:
20

- 21 (a) Liability for damages for: (1) death or bodily injury to person; (2)
22 injury to, loss or theft of property; or (3) any other loss, damage or
23 expense arising out of (1) or (2) above, sustained by the
24 CONTRACTOR or any person, firm or corporation, employed the
25 CONTRACTOR, either directly or by independent contract, upon
26 or in connection with the services called for in this AGREEMENT,
27 however caused, except for liability for damages referred to above
28 which result from the sole negligence or willful misconduct of the
29 DISTRICT or its officers, employees or agents.
30
- 31 (b) Any injury to or death of any persons, including the DISTRICT or
32 its officers, agents and employees, or damage to or loss of any
33 property caused by any act, neglect, default, or omission of the
34 CONTRACTOR, or any person, firm or corporation employed by
35 the CONTRACTOR, either directly or by independent contract,
36 arising out of, or in any way connected with, the services covered
37 by this AGREEMENT, whether said injury or damage occurs
38 either on or off DISTRICT's property, except for liability for
39 damages which result from the sole negligence or willful
40 misconduct of the DISTRICT or its officers, employees or agents.
41 (c) Any liability for damages which may arise from the furnishing or
42 use of any copyrighted or un-copyrighted matter or patented
43 invention under this AGREEMENT.
44

45 Section 5.40 Insurance

46 Pursuant to Section 5.30(a) CONTRACTOR agrees to carry a comprehensive
47 general and automobile liability insurance with limits of One Million Dollars

1 (\$1,000,000) per occurrence combined single limit for bodily injury and property
2 damage in a form mutually acceptable to both parties to protect CONTRACTOR
3 and DISTRICT against liability or claims of liability which may arise out of this
4 AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to
5 this policy stating, "Such insurance as is afforded by this policy shall be primary,
6 and any insurance carried by DISTRICT shall be excess and noncontributory." No
7 later than thirty (thirty) days, CONTRACTOR shall provide DISTRICT with
8 certificates of insurance evidencing all coverage and endorsements required
9 hereunder including a thirty (30) day written notice of cancellation or reduction in
10 coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and
11 employees as additional insured's under said policy.
12

13 Section 5.50. Assignment

14 Neither this agreement nor any duties or obligations under this agreement may be
15 assigned by CONTRACTOR without the prior written consent of DISTRICT.
16

17 Section 5.60. State and Federal Taxes

18 As CONTRACTOR is not DISTRICT'S employee, CONTRACTOR is
19 responsible for paying all required state and federal taxes. In particular:
20

- 21 • DISTRICT will not withhold FICA (Social Security) from
22 CONTRACTOR'S payments;
- 23 • DISTRICT will not make state or federal unemployment insurance
24 contributions on CONTRACTORS' behalf;
- 25 • DISTRICT will not withhold state or federal income tax from payment to
26 CONTRACTOR;
- 27 • DISTRICT will not make disability insurance contributions on behalf of
28 CONTRACTOR;
- 29 • DISTRICT will not obtain workers' compensation insurance on behalf of
30 CONTRACTOR.
31

32 Section 5.70. CONTRACTOR shall maintain necessary credentials or license to perform work
33 (if applicable) and register same with the appropriate state agency.
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35 ARTICLE 6. OBLIGATIONS OF DISTRICT
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37 Section 6.10. Cooperation of DISTRICT

38 DISTRICT agrees to comply with all reasonable requests of CONTRACTOR (and
39 provide access to all documents reasonably) necessary to the performance of
40 CONTRACTOR'S duties under this agreement.
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42 Section 6.20. Assignment

43 Neither this agreement nor any duties or obligations under this agreement may be
44 assigned by DISTRICT without the prior written consent of CONTRACTOR.
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2 ARTICLE 7. TERMINATION OF AGREEMENT
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4 Section 7.10. Termination on Occurrence of Stated Events

5 This agreement shall terminate automatically on the occurrence of any of the
6 following events:

- 7 1. Bankruptcy or insolvency of either party;
8 2. Sale-of the business by CONTRACTOR;
9 3. Death of:
10 (a) CONTRACTOR if an individual;
11 (b) Principal partner if a partnership;
12 (c) Principal officer if a corporation
13

14 Section 7.20. Termination by DISTRICT for Default of CONTRACTOR

15 Should CONTRACTOR default in the performance of this agreement or
16 materially breach any of its provisions, DISTRICT, at DISTRICT'S option, may
17 terminate this agreement by giving written notification to CONTRACTOR.
18

19 Section 7.30. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of
20 Agreement

21 The DISTRICT may terminate the contract with the CONTRACTOR for refusal,
22 failure or inability to perform services in a satisfactory or timely manner.
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24 Section 7.40. If the cancellation is for unsatisfactory performance, DISTRICT shall be
25 obligated to pay CONTRACTOR only for those services deemed by DISTRICT
26 to be satisfactory as of the effective date of the cancellation or termination. If the
27 cancellation is the result of DISTRICT'S decision to suspend indefinitely or
28 abandon the work under this agreement, DISTRICT shall be obligated to pay
29 CONTRACTOR through the effective date of cancellation or termination.
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31 Section 7.50. Termination by CONTRACTOR for Default of DISTRICT

32 Should DISTRICT default in the performance of this agreement or materially
33 breach any of its provisions, CONTRACTOR, at the CONTRACTOR'S option,
34 may terminate this agreement by giving written notice to DISTRICT.
35

36 Section 7.60. Termination for Failure to Make Agreed-Upon Payments

37 Should DISTRICT fail to pay CONTRACTOR all or any part of the
38 compensation set forth in Article 4 of this agreement on the date due,
39 CONTRACTOR, at the CONTRACTOR'S option, may terminate this agreement
40 if the failure is not remedied by the DISTRICT within thirty (30) days demand is
41 made by the CONTRACTOR after the date payment is due.
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43 Section 7.70 Written Notification to Discontinue Services

44 Should services be discontinued by either party, a written notice must be
45 submitted 30 days in advance.
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ARTICLE 8. GENERAL PROVISIONS

Section 8.10. Notices

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Section 8.20. Entire Agreement of the Parties

This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR for DISTRICT and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Section 8.30. Partial Invalidity

If any provision in 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 without being impaired or invalidated in any way.

Section 8.40. Attorney's Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Section 8.50. Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of California.

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Executed at Blythe, California, on the date and year first above written.

CONTRACTOR:

DISTRICT:

Company Name: **DENNIS DEEDS**

PALO VERDE UNIFIED SCHOOL DISTRICT

By: _____
(Signature)

By: _____
(Signature)

Printed Name

DR. CHARLES BUSH

Printed Name

Title/Position

SUPERINTENDENT

Title /Position

Social Security or Taxpayer Identification Number

CONTRACTOR License Number

License Expiration Date