

**CONTRACTOR SERVICES
AGREEMENT**

This Contractor Services Agreement (“Agreement”) is made and entered into effective _____ (the “Effective Date”) by and between Azusa Unified School District (“District”) and 10/06/2021 (“Contractor”).
Nancy Akhavan Consulting, Inc.

1. Contractor Services. Contractor agrees to provide the following services (“Services”) to the District:
Professional development on small group literacy instruction delivered face to face through side by side coaching, zoom, or meetings, as determined by need. Dates to be determined.

2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 10/06/2021, and shall terminate upon completion of the Services, but no later than 06/30/2021. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. Termination. The District may terminate this Agreement by giving thirty (30) days’ written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District.

5. Payment. District agrees to pay Contractor as follows:
\$2,000.00 per one day of professional development plus \$200 per day for travel costs (hotel).

Total payment by District to Contractor shall not exceed \$ 40,000.00. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney’s fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor’s use of the Site(s); the Contractor’s completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor’s indemnification as set forth in Section 6 hereof, Contractor shall, before beginning any of the Services called for under this Agreement, secure and maintain in full force and effect during the term of this Agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate limit.

Certificates of insurance evidencing the existence of coverage shall be provided upon request. Written notification Contractor's insurance carrier to the District at least thirty (30) days prior to any change in coverage or limits, cancellation, failure to renew, or other termination, is required. The District shall be named as an additional insured on Contractor's insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor's insurance policy shall state that it waives all subrogation rights against the District.

8. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
9. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.
10. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:
 - A. Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will always be in the presence of a District employee or have no contact with District students.
 - B. The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited and/or potentially unsupervised contact with District students during the Term of this Agreement:

If Box B. above is checked, Contractor certifies that it has complied with the requirements of Education Code section 45125.1, and that none of the individuals listed listed under Box B. have been convicted of a felony as defined in Education Code section 45122.1, based upon the information Contractor has received from the Department of Justice. Contractor agrees to provide proof of fingerprint clearance upon request by District.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

11. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.
12. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.
13. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.


14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
15. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court of Tulare County, California, subject to a motion for transfer of venue.
17. Notices. All notices between District and Contractor shall be in writing and transmitted by any of the following methods: (1) facsimile with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, and addressed as follows:

<p>To District:</p> <p>Assistant Superintendent, Ed. Services Azusa Unified School District 546 S. Citrus Ave Azusa, CA 91702 Phone No.: (626) 967-6211</p>	<p>To Contractor:</p> <p style="text-align: right;">Nancy Akhavan Consulting, Inc.</p> <p>Attention: Nancy Akhavan Street Address: 3766 W. Locust Ave. City, ST, Zip: Fresno, CA 93711 Phone: 559-355-9291 Facsimile: 1 559 272 6084 Email: nancyakhavan@comcast.net</p>
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18. Compliance with Law. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others.
19. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
20. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
21. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

Nancy Akhavan Consulting, Inc.

By: _____
Name: Dayna Mitchell, Ed.D.
Title: Assistant Superintendent of Ed. Services

Date: _____

By:  _____
Name: Nancy Akhavan
Title: President

Date: 09/20/21