

# Standard Vendor Contract

**School District: Azusa Unified School District**

Azusa Unified School District here in after called DISTRICT, has need of the specialized services of **Nancy Akhavan Consulting, Inc.** an independent contractor, hereinafter called CONTRACTOR, for the period specified below, according to the following terms and conditions:

## I. SERVICE TO BE PERFORMED

CONTRACTOR shall provide those services and/or materials and carry out the work described below, as required to complete the Contract.

CONTRACTOR agrees to: **Provide Literacy Professional Development for Principals .**

Virtual meeting for 2 hours on 1/26/22. Face to Face or virtual meeting for 2 hours, possibly followed by school walk-through visits if face to face on 2/23, 3/23, 4/27, 5/25. Virtual meetings are \$1,200 with no travel expenses. Face to face meetings are \$2,200 which includes travel expenses.

## II. TERM OF CONTRACT

This Contract will become effective on **January 12, 2022** and will terminate upon the completion of the services or **June 30, 2022** or as set forth below.

## III. TERMINATION OF CONTRACT

This Contract shall terminate as set out in Article I, except:

- (a) DISTRICT may terminate at any time if CONTRACTOR does not perform, or refuses to perform, according to this Contract.
- (b) DISTRICT may terminate services of CONTRACTOR at any time if CONTRACTOR'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the DISTRICT'S requirements as specified in Article I.
- (c) Either party may terminate upon 30 days written notice.
- (d) In the event of early termination, CONTRACTOR shall be paid for all work or services performed to the date of termination, based on DISTRICT and CONTRACTOR'S determination of services performed.

## IV. SUPPLIES AND EQUIPMENT

DISTRICT may provide such supplies and equipment as shown below for the convenience of CONTRACTOR and such accommodation shall not operate as an indication of employment.

CONTRACTOR shall not have access to and use of supplies and equipment owned by the DISTRICT, unless stated in this paragraph for the purpose of performance of the services described in Article I. CONTRACTOR agrees to use ordinary care to safeguard and maintain supplies or equipment listed below, and shall be held accountable for loss, damage, or destruction arising within this clause.

**(If none, please indicate)**

## V. COMPENSATION

- 1) DISTRICT shall pay CONTRACTOR a fee of \$ 1,200 for 2 hour virtual meetings, or \$2,000 for full day face to face meeting/visit.
- 2) CONTRACTOR shall be allowed and authorized to incur and shall be reimbursed for the following personal expenses attendant to the performance of services (i.e., mileage, hotel, meals, etc.) \$200.00 per day.

**Total Compensation (1 +2) shall not exceed \$ 10,000.00.**

The amount listed under Total Compensation is for the performance of this Contract and includes **all** fees, costs, and expenses incurred by CONTRACTOR.

An invoice describing in detail the services and materials provided shall be provided to the DISTRICT at the completion of the work specified herein.

VI. COMPLIANCE WITH LAW

CONTRACTOR shall provide all necessary notices and pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

VII. ASSIGNMENT

The obligations of CONTRACTOR under this Contract shall not be assigned by CONTRACTOR without the express prior written consent of DISTRICT.

VIII. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties. It may not be modified except by written agreement signed by both parties.

IX. DISTRICT'S RIGHT OF RETENTION

DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the DISTRICT. Proprietary materials will be exempted from this clause.

X. INDEPENDENT CONTRACTOR

CONTRACTOR enters into this Contract as, and shall continue to be, an independent contractor. Under no circumstances shall CONTRACTOR be considered an employee of DISTRICT within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall CONTRACTOR look to DISTRICT as his/her employer, or as a partner, agent, or principal. CONTRACTOR shall not be entitled any benefits accorded to DISTRICT'S employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. CONTRACTOR shall be responsible for providing, at CONTRACTOR'S expense, and in the CONTRACTOR'S name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the services hereunder.

CONTRACTOR shall pay, when and as due, any and all local, state, federal income or other taxes incurred as a result of CONTRACTOR'S compensation hereunder, including estimated taxes, and shall provide DISTRICT with proof of said payments upon demand. CONTRACTOR hereby indemnifies DISTRICT for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by DISTRICT arising out of CONTRACTOR'S breach of this Section.


XI. INDEMNIFICATION

- (a) The CONTRACTOR agrees to hold the DISTRICT, its officers, agents, and employees harmless and defend against any and all claims and liabilities arising out of CONTRACTOR'S activity, performance, and operations under this Contract.
- (b) The CONTRACTOR will indemnify the DISTRICT against all claims, demands, and liability for damages for death or bodily injury to persons or for injury to property arising out of or connected with the services to be provided under this Contract. However, this indemnification will not extend to any loss, damage or expense arising out of the sole negligence or willful misconduct of the DISTRICT, or DISTRICT'S agents, servants, or other independent contractors.

XII. NOTICES

All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the DISTRICT shall be addressed to the Superintendent of the DISTRICT. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR'S address designated herein. The effective date of notice to the CONTRACTOR shall be the date of deposit in the mail or other delivery. The effective date of notice to the DISTRICT shall be the date of receipt by the District's Superintendent.

The following signatures attest the parties agreement hereto:

<b>* Contractor Information *</b>	
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">Nancy Akhavan Consulting, Inc.</div><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">Company Name (If Applicable)</div></div>	
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">Nancy Akhavan</div><div style="flex: 1; text-align: center;"></div></div> <div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">3766 W. Locust Ave</div><div style="flex: 1; text-align: center;">Fresno, CA 93711</div></div> <div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">559-355-9291</div><div style="flex: 1; text-align: center;">December 15, 2021</div></div>	<div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">CONTRACTOR Name (Please Print or Type)</div><div style="flex: 1; text-align: center;">CONTRACTOR Signature</div></div> <div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">Street Address</div><div style="flex: 1; text-align: center;">City, State, Zip</div></div> <div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">Telephone Number</div><div style="flex: 1; text-align: center;">Date</div></div>

**SITE/DISTRICT COMPLETES:**

<b>* Azusa Unified School District *</b>	
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="flex: 1; border-bottom: 1px solid black; text-align: center;">Signature of Assistant Superintendent</div><div style="flex: 1; text-align: center;">Date</div></div>	
Revised: 11/21	