

AGREEMENT FOR CONSULTING SERVICES

RECITALS

This Agreement for Consulting Services ("Agreement") is entered into this 3rd day of October 2013, by and between the Mount Diablo Unified School District ("District") and Total School Solutions ("Consultant").

TERMS

1. **Services.** The Consultant shall provide peer coaching for the Superintendent, for 2 half days per month, for the next 9 months, for a total of 18 half days during the 2013-14 fiscal year. The District and Consultant will jointly agree on the individual to provide the peer coaching.
2. **Independent Contractor Status.** Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.
3. **Compensation.** District agrees to pay Consultant for services rendered pursuant to this Agreement a fixed fee of \$650 for each half day, plus mileage at the IRS approved rate.
 - a. All payments required by this agreement shall be made within thirty days (30) days of the submission of an invoice to the District. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made within thirty (30) days of the completion of the work delivered in this agreement.
 - b. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule.

In the event that the District cancels or postpones a scheduled visit by the Consultant, unless mutually agreed to, with less than 24 hours notice, the Consultant shall be paid all expenses actually incurred as well as up to two hours of time at the appropriate hourly rate.

4. **Expenses.** The expenses incurred in relation to the performance of the contracted work will be reimbursed at actual cost plus 15 percent. The expenses include, but are not limited to, telephone, postage, travel, and mileage.
5. **Termination.**
 - a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.

- b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.
 - c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.
- 6. Indemnification.** Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

- 7. Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.
- 8. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Mount Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519
ATTN: Dr. Nellie Meyer, Superintendent

Consultant

Total School Solutions
4751 Mangels Boulevard
Fairfield, CA 94534
ATTN: Tahir Ahad, President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 9. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.
- 10. California Law.** This Agreement shall be governed by the laws of the State of California.
- 11. Waiver.** The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.
- 12. Severability.** If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 13. Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Mount Diablo Unified School District

Total School Solutions, Consultant

By: _____

By:  _____

Title: Superintendent

Title: President

Dated: _____

Dated: October 3, 2013