

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT**

DISTRICT OFFICE USE ONLY	Certificated _____
	Classified _____
	N/A _____

THIS AGREEMENT is made and entered into this * _____ day of * _____, 20__ / 20__, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and * _____

Hereinafter referred to as CONSULTANT.
WITNESSETH

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services to DISTRICT in administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONSULTANT represents that this person is specially trained, experienced, and competent to provide such special services called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONSULTANT for the special services described herein;

NOW, THEREFORE, the parties agree as follows:

Article 1. CONSULTANT's Services
(a) CONSULTANT hereby agrees to perform the following necessary services to the satisfaction of DISTRICT and to provide all needed materials and supplies. **(ATTACH ADDITIONAL PAGES IF NECESSARY)**

(b) CONSULTANT shall keep DISTRICT Superintendent and other designated DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

Article 2. CONSULTANT's Fee DISTRICT shall pay to CONSULTANT for the performance of all services rendered pursuant to this Agreement the sum of * _____ dollars, Amount for Travel, Lodging and/or Meals (\$* _____)(Itemized Billing Required) **Total Contract Amt.** (\$* _____)

Article 3. Installment Payments for Long-Term CONSULTANTS Payment of CONSULTANT's fee shall be made pursuant to the following schedule after receipt and approval by DISTRICT of such reports as DISTRICT may specify to verify the satisfactory performance by CONSULTANT of the work to which each payment pertains. (Attach schedule if necessary.)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS—Boxed area must be completed by CONSULTANT

<p><u>MUST BE COMPLETED BY CONSULTANT</u></p> <p>Are you a retired school employee? _____ Yes _____ No</p> <p>Are you currently employed by the Sweetwater Union High School District or any other school district? _____ Yes _____ No</p> <p>If yes, which district? _____</p> <p>If you presently work for a school district or retired from a school district you will be paid through the payroll system.</p> <p>_____</p> <p>Consultant's Signature I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the best of my knowledge, I am free of tuberculosis.</p>	<p>CONSULTANT</p> <p>_____</p> <p>Company</p> <p>_____</p> <p>Consultant's Name</p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Address</p> <p>City _____ State _____ Zip _____</p> <p>Telephone : Hm () _____ - _____ Wk () _____ - _____</p>
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Article 4. Time of Performance and Term of Agreement The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on _____. It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.

Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.

Article 7. Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.

Article 8. Termination of Agreement DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

Article 9. Status of CONSULTANT It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement CONSULTANT is acting as an independent CONSULTANT and not as an officer, agent, or employee of DISTRICT. CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, assigns, subcontractors and employees in performing services pursuant to this Agreement. The CONSULTANT understands that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided to employees of the District.

Article 10. Assignment No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.

Article 11. Alterations or Variance No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #

DISTRICT OFFICE USE ONLY

(COMPLETE BUDGET NUMBER IS REQUIRED)

SWEETWATER UNION HIGH SCHOOL DISTRICT _____ Karen Michel, CFO Date _____ 20____ Pursuant to Resolution No. 2496, for contracts.	* _____ <p style="text-align: center;">Site Principal or Cabinet Member Signature</p> <hr/> This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on _____ . Item No. _____ .
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