

Consultant Name: Bre Evans-Santiago
Vendor Number: 8834
REQ./PO #: _____

OFFICE USE ONLY
Contract # A21041
Board Ratification Date: 6/22/2021

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT CONSULTANT AGREEMENT

This Consultant Agreement (Agreement) is between PANAMA-BUENA VISTA UNION SCHOOL DISTRICT, a California public education agency (P-BVUSD), and the party whose legal name and status are described in the signature block below (Consultant).

The parties agree as follows:

1. Scope of Services. Consultant agrees to provide to P-BVUSD the services described in Attachment A, which is incorporated by reference into this Agreement. Consultant shall provide these services at the location(s) and time(s) stated in Attachment A. Consultant shall provide any associated materials and/or equipment described in Attachment A.
2. Price. Consultant agrees to provide the services and/or materials and equipment described in Attachment A for a total price of (check one):

☒ \$ 2,300.00 (total flat fee) ☐ \$ _____ per hour ☐ \$ _____ per day
☐ No Fee ☐ Other reimbursable expenses as agreed to: _____

All payments shall be based on invoices submitted to P-BVUSD by Consultant for services satisfactorily completed and approved by P-BVUSD authorized representative. The invoice should provide detail as to the date(s) and nature of the service and the amount of time expended. P-BVUSD will pay Consultant within 35 days of receipt of a proper invoice.

☐ If this box is checked, P-BVUSD will also reimburse Consultant for actual and necessary travel expenses, consisting of meals, lodging if overnight stay is required, and car travel not to exceed federal mileage and CONUSA rates per diem. Other travel expenses, such as travel outside Kern County or air travel will be reimbursed only with prior written approval of P-BVUSD. Consultant shall certify any expenses to P-BVUSD and provide documentation if required.

The total amount payable to Consultant under the Agreement shall not exceed \$ 2,300.00.

3. Term. The term of this Agreement shall begin effective 8/6/2021 and shall end on 8/6/2021.
4. Status of Consultant. In performing the services specified in this Agreement, Consultant shall act as an independent contractor and shall have control of the manner in which the work is performed. Consultant shall be free to contract for similar services to be performed while under contract with P-BVUSD; provided that Consultant will not accept such engagements which interfere with performance under this Agreement. Consultant is not entitled to participate in any pension plan, insurance, bonus or similar benefits P-BVUSD provides for its employees. Any employees or assistants retained by Consultant shall be the responsibility of Consultant and not of P-BVUSD. Consultant shall determine the means and methods for carrying out the work to achieve the result required by P-BVUSD.
5. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

Jason Hodgson 5/11/2021

Requested By: School Principal/District Administrator Date

0100-403500-0-111000-100000-580000-000-4200-4212

Source of Funding (Program Name, Student Body, etc.)

Title II

Budget Classification

Signature/Approved By: Authorized Division Administrator Date

Signature/Verified By: Business/Fiscal Services Administrator Date

Consultant/Speaker Signature Date

Program: _____

Plan Page #: _____

Section: _____

Signature/Approved by: Administrator Consolidated Programs

ADDITIONAL PROVISIONS OF THIS AGREEMENT

6. Hold Harmless and Indemnification. Consultant agrees to defend, hold harmless and indemnify P-BVUSD (and P-BVUSD's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability for any personal injury or property damage caused by the act or omission of Consultant in connection with the performance of this Agreement.
7. Termination. P-BVUSD may terminate this Agreement at any time on 15 days' prior written notice to Consultant. In addition, either party may terminate the Agreement in the event the other party commits a material breach of its terms which is not cured after written notice of the breach. A material breach on the part of Consultant includes, but is not limited to, the unlawful harassment of any person on P-BVUSD's premises or otherwise in connection with this agreement.
8. Entire Agreement/Amendment. This Agreement, including Attachment A, constitutes the final, complete and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
9. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or conditions, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.
10. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.
11. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
12. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
13. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.
14. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the Government Code relating to conflict of interest of public officers and employees. Consultant represents that it is aware of no financial or economic interest of any officer or employee of P-BVUSD relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, P-BVUSD may immediately terminate this Agreement by giving written notice to Consultant. Consultant shall comply with the terms of Government Code section 87100 and following during the term of this Agreement.
16. Compliance with Law. In the course of performing this Agreement, Consultant shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.
17. Nondiscrimination. Neither Consultant, nor any officer, agent, employee or subcontractor of Consultant shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.
18. Licenses and Permits. Consultant represents that Consultant, and Consultant's employees who will render services under this Agreement, are fully qualified and competent to provide the services called for under the Agreement. Consultant shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Consultant's expense unless specified otherwise in the Agreement.
19. Consultant's Records. Consultant agrees to maintain and make available to P-BVUSD accurate books and records relative to all its activities under this Agreement.
20. Pupil Safety Requirements. P-BVUSD has determined that Consultant's activities will involve limited or no contact with P-BVUSD pupils. However, in order to help assure the safety of pupils, Consultant and any employees of Consultant shall check in at the site office upon arrival and departure to notify P-BVUSD personnel of their presence. If Consultant's services are provided at a site where pupils are present, neither Consultant nor Consultant's employees shall travel to areas of the campus where pupils are present other than the site office without the consent of P-BVUSD or P-BVUSD designee.

Approved as to form, Schools Legal Service, 4/06

**ATTACHMENT A TO
PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES**

Consultant Name: Bre Evans-Santiago
Address: 6807 Balmorhea St. Bakersfield, CA. 93311
Office Phone: 909-855-4347 **Business Cell:** _____ **Fax:** _____
Tax Identification: 162669 **Email:** _____

1. Date(s) services will be performed:

August 6, 2021

2. Location(s) where services will be performed:

Tevis Jr. High School 3901 Pin Oak Park Blvd. Bakersfield, CA. 93311

3. Description of services to be provided by Consultant and other obligations of Consultant:

Dr. Bree Evans-Santiago will plan and facilitate professional development for elementary and junior high school teachers and coaches engaging in learning regarding social justice oriented classroom practices. Participants will learn strategies to improve relationships with students while being conscious of what and how students are learning in the classroom.

4. Description of materials needed/ordered/included: