



NAPA VALLEY UNIFIED SCHOOL DISTRICT
CONTRACT FOR CONSULTANT SERVICES

The NAPA VALLEY UNIFIED SCHOOL DISTRICT, hereinafter "District", and Lay Rawson Leininger, hereinafter "Contractor", do hereby agree as follows:

- 1. Description of Service: The Contractor will provide the following service: Inspector of Records
2. Term of Agreement: Consultant work will commence beginning 8/1/2019 and be completed by 6/30/2020.
3. Compensation: The district will pay for services rendered on: (a) A fixed fee basis of: (b) A time and expense basis of: (c) A total cost basis not to exceed: \$142,500
4. Expenses: Description and amount of any costs in addition to compensation:
5. Method and Times of Payment: Within 45 days of receipt invoice.
6. Performance: List specific persons or profession classifications that will perform work: Inspector of Records Services four Finishing Kitchens for: Shearer Elementary School, McPherson Elementary School, and the two succeeding Kitchens, not yet DSA approved yet, Browns Valley Elementary School, and Vichy Elementary School.
7. District Contract Administrator: Jennifer Gibb
8. Funding Source and Account: Fund 21, Measure H
9. Contract Documents: This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments. W-9 Form: [X] On file [ ] Attached
10. State Retirement: Are you retired from STRS / PERS [ ] Yes [X] No If yes, date \_\_\_\_\_

AGREED TO AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Signature
Jay Rawson Leininger

Signature
Contract Administrator:
Jennifer Gibb
Facilities Financial Analysis

Social Security or IRS Tax ID MUST BE ON FILE WITH ACCOUNTING

Table with 2 columns: Approval/Signature and Date. Rows include Assistant Superintendent or Director, Assistant Superintendent, Human Resources, and Board Approval.



**GENERAL PROVISIONS**

- 1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
- 2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
- 3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant’s activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
- 4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant’s sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers’ compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor’s employer and that he/she is not covered by the District’s Workers’ Compensation insurance since Contractor is an independent contractor.
- 5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT: **Napa Valley Unified School District  
2425 Jefferson Street  
Napa, CA 94558**

CONSULTANT: Jay Rawson Leininger

- 6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
- 7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
- 8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
- 9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
- 10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
- 11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
- 12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
- 13. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.
- 14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
- 15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
- 16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

**Note:** Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**PROJECT: Finishing Kitchens @ 4 Campus'**  
**DISTRICT: Napa Valley Unified School District**  
**DSA File #: 28-22**  
**DSA Application #:**

**Shearer = 01-118067**  
**McPherson = 01-118068**  
**Next 2 Kitchens = pending**

**PROPOSAL/CONTRACT for PURCHASE of INSPECTION SERVICES**

1. **PARTIES:** Napa Valley Unified School District (Board) and the following named:

**Contractor:** Jay Rawson Leininger  
**Capacity:** Individual  
**Address:** 517 Rosedale Avenue  
Santa Rosa, California 95405

**Cell Phone #** 707.319.2663  
**Email:** [jayleininger57@gmail.com](mailto:jayleininger57@gmail.com)

Mutually Agree and Promise as follows:

2. **TERM:** The effective date of this Contract is **August 1, 2019 thru June 30, 2020**, and it terminates thirty (30) days following the filing of the "Notice of Completion" for the **Shearer & McPherson Finishing Kitchens and the two succeeding Kitchens, not yet DSA Approved**, unless terminated sooner as provided herein.
3. **TERMINATION:** This Contract may be terminated by the Board at its sole discretion, upon thirty (30) days advance written notice thereof to the Contractor, or similar notice from the Contractor to the Board, or cancelled immediately by mutual, written consent of both Parties. Furthermore, the Board, upon written notice to the Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder.
4. **BOARDS OBLIGATION:** In consideration of Contractor's provision of services as described herein, the Board shall pay Contractor, upon submission of a properly documented demand for payment and upon approval of such demand, as follows: **\$85.00/hr.**, payable the last working day of the month. Contractor shall receive no other compensation from the Board for expenses such as mileage, meals, lodging, etc. **Contractor estimates the cost of services for this Contract to be approximately \$142,500.00, given the contract length and complexity of these, 4, Projects.** Rate is an estimate of time and is based on **1680** hours of inspection over the course of these projects. Estimate of hours/cost is based on full for the length of the contract. The estimated time/cost of this proposal is to not exceed the stated amounts. If the Project goes beyond the estimate given, the Board agrees to pay for the continuation of services at the hourly rate as shown above.
5. **CONTRACTOR'S OBLIGATION:** On the Project known as **Shearer & McPherson Finishing Kitchens and the two succeeding Kitchens, not yet DSA Approved**, Contractor shall perform inspection services applicable with the most recent California Code of Regulations, Title 24, and Parts 1 through 10, California Building Code.

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6. **INDEPENDENT CONTRACTOR STATUS:** This Contract is by and between two independent entities is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association. Contractor shall be entirely responsible for compensation of any of its employees. Contractor shall assume all responsibility for the filing of the declaration estimated income and making all necessary payments to the Federal and State Governments on account of Income Tax Withholding and/or Social Security to the extent required by Law.
7. **ASSIGNMENT:** Contractor shall not assign this Contract, or any part thereof, or any Right of the Contract hereunder, without prior written consent of the Board. Contractor reserves the Right to sub-contract or employ individuals as may be necessary to execute this Agreement.
8. **EXCLUSION OF BENEFITS:** Contractor recognizes that the status of independent contractor does not carry entitlement to Workmen's Compensation or any benefits available to employees of the Board and therefore waives any claims to such benefits.
9. **INSURANCE:** During the Term of this Contract and any extension and/or modification thereof, the Contractor shall keep in effect Workmen's Compensation Insurance policies for its employees. Contract will also comply with the District Standards for Liability and Auto Insurance.
10. **RECORDS:** Contractor shall keep and make available for inspection and copying by an authorized representative of the Board, the Contractor's record of the Project and such additional records pertaining to this Contract as may be required. Contractor shall retain all documents pertaining to this Contract for a period of thirty (30) days after the filing of the Notice of Completion after which time all such records will be turned over to the District for storage. These records shall be held in storage for a time prescribed by Law.
11. **ENTIRE AGREEMENT:** This Contract contains all the terms and conditions agreed upon by the Parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

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**SCHOOL DISTRICT:**

\_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR:**

  
\_\_\_\_\_

Date: July 18, 2019

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Please sign and return a copy to the office listed above. Email is acceptable.

**PROJECT: Finishing Kitchens @ 4 Campus'**

**DISTRICT: Napa Valley Unified School District**

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