



## Agreement for Consulting Services 2021-22 School Year

### Recitals

This agreement for Consulting Services ("Agreement") is entered into this fourth day of March 2022, by and between Alvord Unified School District ("AUSD") and Bell Educational Solutions ("BES").

### Terms

1. **Services.** The Consultant shall provide managerial and leadership support for the Educational Services Division in the development and design of the **Local Control and Accountability Plan and other grant plans directed by the Assistant Superintendent of Educational Services**, beginning **March 4, 2022**, and terminating on **June 30, 2022**.
2. **Independent Contractor Status.** The Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, as officers, agents, or an employee of AUSD.
3. **Compensation.** AUSD agrees to pay Consultant for services rendered pursuant to this agreement at **\$150.00 per hour**. This fee includes all expenses including travel and mileage.
  - a) All payments required by this agreement shall be made within thirty (30) days of the submission of an invoice to AUSD. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made with thirty (30) days of the completion of the work delivered in this agreement.
  - b) Any additional services requested by AUSD or due to a condition existing in and/or caused by AUSD requires prior written approval by both parties prior to commencement of services. Additional services shall be billed and reimbursed separately.
4. **Termination.**
  - a) **By Consultant:** Consultant may, upon thirty (30) days written notice, with or without cause, terminate this agreement.
  - b) **By AUSD:** AUSD may, upon thirty (30) days written notice, with or without cause, terminate this agreement. Upon termination, AUSD shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered to the date of the

termination. Written notice by AUSD shall be sufficient to stop further performance of services by Consultant.

c) **Force Majeure:** Consultant shall be relieved of the obligation to perform, and AUSD 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 AUSD.

5. **Indemnification.** Consultant shall indemnify and hold harmless AUSD, 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 capacity, 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.

6. **Confidentiality of Data.** Consultant agrees that, because of potential to access data that may be of a sensitive nature, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in confidence. The Consultant agrees for itself, its providers, its employees, agents and independent contractors, that all information and/or data and/or materials received from or on behalf of the District shall be held in confidence to the extent held by law and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party except as required by law. The Consultant agrees, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the District and therefore the District shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

7. **Rights in Data.** Consultant grants to the Board of Education the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports and technical information resulting from the performance of work under this agreement.

8. **Works for Hire.** Consultant understands and agrees that all matters produced under this contract shall be works for hire and shall become the sole property of the District and cannot be used without the District's expressed written consent. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

9. **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, emailed, 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:

**Client**

Alvord Unified School District  
Attn: Dr. Resma Byrne  
9 KPC Parkway  
Corona, CA 92879  
[Resma.Byrne@alvordschools.org](mailto:Resma.Byrne@alvordschools.org)

**Consultant**

Bell Educational Solutions  
Attn: Dr. Bonnie Bell  
1040 Rashford Drive  
Placentia, CA 92870  
[drbonniebell@gmail.com](mailto:drbonniebell@gmail.com)

Any notice personally given or sent via email or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following the 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.

**10. 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.

**11. Compliance with Applicable Laws.** The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**12. California Law.** This Agreement shall be governed by the laws of the State of California, County of Orange.

**13. 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.

**14. 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 forces and effect, and shall not be affected, impaired or invalidated in any way.

**15. Entire Agreement/Modification.** This Agreement hereto contains the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Agreement shall be binding or enforceable unless in writing and signed by each of the parties.

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

**Alvord Unified School District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Bell Educational Solutions**

By: Dr. Bonnie Bell

Title: President/CEO

Dated: February 18, 2022