

EDUCATIONAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this **10th of October, 2017** by and between the Centinela Valley Union High School District, Los Angeles County, California, hereinafter referred to as the District, and **Professional Tutorsof America Inc.**, hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, it is the desire of the governing board of CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT to employ a professionally trained nonpublic agency to provide Academic Tutoring services; and

WHEREAS, Consultant is especially trained, experienced and competent to perform such services.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned upon said terms and conditions.

TERMS OF THE AGREEMENT:

The terms of the agreement shall be for the period commencing 1 July, 2017 and terminating 30 June, 2018.

SERVICES TO BE RENDERED BY THE CONSULTANT:

The Consultant will provide Individual Academic Tutoring services.

All findings and reports of the Consultant will be released to the Governing Board and/or authorized employees of the District. Further release of said findings and reports will be at the discretion only of the Governing Board and/or authorized employees of the District.

The Consultant shall assume all expenses including but not limited to travel expenses and clerical costs incurred by him/her in connection with the performance of this agreement.

While performing the services herein the Consultant is an independent contractor and not an officer, agent, or employee of the district.

The Consultant shall maintain such insurance as will protect him/her from claims under workers' compensation insurance acts while providing services covered by this agreement, or to self-insure for such coverage.

The Consultant agrees to hold and keep harmless the District from all damages, costs or expenses in law or equity that may at any time arise because of injuries to persons or property including District's

personnel and property arising by reason of, or in course of, the Consultant's reasonable and non-negligent performance of this contract.

The District shall not be liable or responsible for any accident, loss or damage.

The Consultant, at his/her own expense, cost and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the district or officers or agent thereof on any claim or demand arising from the consultant's gross negligence or reckless conduct, and pay or satisfy any judgement that may be rendered against the District or officers or agents thereof in any such action, suit or legal proceeding.

Neither party shall assign this agreement or any part thereof without the written consent of the other party.

PAYMENT TO BE MADE BY THE DISTRICT:

In consideration of the services to be rendered, the District agrees to pay the Consultant \$75.00 per hour for 100 hours of Compensatroy Education-Academic Tutoring services for student with special needs.

Payment will be timely made following presentation of signed invoices for services.

Date: October 10, 2017

CONSULTANT

BOARD OF TRUSTEES OF THE CENTINELA
VALLEY UNION HIGH SCHOOL IDISTRICT

Date

By _____
Gregory O'Brien, Ph.D. Date
Superintendent

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