



**Los Angeles County  
Office of Education**

Serving Students • Supporting Communities • Leading Educators

**Contract or Amendment Request**

**Section 1 - Request for Services** Requestor must complete and attach the following items:

- If this CAR is an expenditure item, not with a District/Public Agency, attach 1) contractor/consultant qualifications 2) basis for selection and 3) W-9
- For Independent Consultants and Sole Proprietors, also attach 4) IRS Regulation Questionnaire, 5) EDD Report of Independent Contractor(s).

DATE OF REQUEST <b>01/25/2019</b>	PLEASE CHECK <input type="checkbox"/> Amendment <input type="checkbox"/> Increase <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Decrease	CONTRACT # TO AMEND	CURRENT AMOUNT OF CONTRACT	SOCIAL SECURITY # (Individual, Sole Proprietor)
FULL LEGAL NAME OF CONTRACTOR/CONSULTANT/DISTRICT (NAME UNDER WHICH ENTITY FILES TAX RETURNS) <b>William S. Hart Union High School District</b>			FED. TAX ID # (Sole Prop., Corp., District, etc.) <b>95-6001532</b>	
NAME OF CONTACT PERSON (FIRST AND LAST) <b>Jan Daisher</b>		E-MAIL ADDRESS OF CONTACT <b>jdaisher@hartsdistrict.org</b>		TELEPHONE NUMBER <b>(661) 259-0033</b>
MAILING ADDRESS OF CONTRACTOR/CONSULTANT/DISTRICT (NUMBER, STREET, or P.O. BOX NUMBER, CITY, STATE AND ZIP CODE) <b>21380 Centre Pointe Parkway, Santa Clarita 91350</b>				FAX NUMBER <b>( )</b>
TITLE/POSITION/PROFESSIONAL AFFILIATION (IF APPLICABLE) <b>Director, Special Programs &amp; Prof. Dev.</b>		TYPE OF BUSINESS ORGANIZATION (CHECK CORRECT BOX) <input type="checkbox"/> Other <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship ("Enter SS# and/or Fed Tax ID above") <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> District/Public Agency		
DESCRIBE SCOPE OF WORK (ATTACH ADDITIONAL SHEETS IF NECESSARY) <b>Michelle Herczog, Coordinator III, History-Social Science at the Los Angeles County Office of Education will provide one day professional development and materials on April 15, 2019 at Williams S. Hart Union High School District for \$50 per teacher for a minimum of 25 educators, not to exceed 40 educators.</b>				
AGENDA DESCRIPTION <b>History-Social Science Professional Development for William S. Hart Union High School District</b>				
RATIONALE FOR LATE SUBMITTAL				
ACCOUNT NUMBER TO BE CHARGED <b>01.8-06398.0-00000-00000-8689-0006398</b>		PERCENT <b>100 %</b>	ACCOUNT NUMBER TO BE CHARGED <b>NU</b>	
DATES OF SERVICE FROM <b>04/15/2019</b> TO <b>04/15/2019</b>		PAYMENT SCHEDULE <input checked="" type="checkbox"/> Upon completion <input type="checkbox"/> See "Scope of Work" above <input type="checkbox"/> Monthly <input type="checkbox"/> Other (Specify)		
<b>Total Number</b>	<b>Rate</b>	<b>Total</b>	<b>Item</b>	<b>Expenses</b>
DAYS	\$	\$ <b>0.00</b>	MILEAGE	\$
HOURS	\$	\$ <b>0.00</b>	TRAVEL	\$
PROJECT	\$	\$ <b>0.00</b>	LODGING / MEALS	\$
OTHER Teacher	<b>25-40 \$ 50.00 EA</b>	\$ <b>2,000.00</b>	OTHER (SPECIFY)	\$
TOTAL TO BE PAID PER RATE SPECIFIED		\$ <b>2,000.00</b>	TOTAL EXPENSES	\$ <b>0.00</b>
				<b>NOT TO EXCEED</b> \$ <b>2,000.00</b>

**Section 2 - Agreement for Services**

- Contractor/Consultant/District agrees to perform services (or to pay for LACOE services) as specified in Section 1 of this document, on the dates as specified for the rates indicated. ☒ Exhibit A - Terms and Conditions **DI 1.70** attached and/or viewable at [www.lacoe.edu/contracts](http://www.lacoe.edu/contracts) (by clicking on "Contract Terms and Conditions")
- The parties agree to comply with this Agreement/Amendment and the following exhibits which are, by this reference, incorporated herein and made part of this Agreement/Amendment. ☐ Exhibit B - Additional Scope of Work (if applicable)  
☐ Other  
☐ All other terms and conditions remain the same.

SIGNATURE OF LACOE DESIGNEE (CONTRACTS SECTION)	DATE	SIGNATURE OF CONTRACTOR/CONSULTANT/DISTRICT	DATE	AMEND. (Sole Contractor)
		<i>[Signature]</i>	<b>3/13/19</b>	

**SIGN HERE**

**Section 3 - Preliminary Approvals and Certifications**

I approve this request. I also certify that I have read and understand LACOE Board Policies 3322.2 & 3322.3 ("Prohibition Against Self-Dealing and "Prohibition Against Conflict of Interest") and that I have not violated either of these Prohibitions in regard to this Contractor / Consultant / District.

TYPE NAME OF REQUESTOR (FIRST AND LAST NAME) <b>Michelle Herczog</b>	TELEPHONE NUMBER <b>( 562 ) 922-6908</b>	NAME OF DIVISION / SITE <b>CIS-History/Social Science</b>
SIGNATURE OF PERSON AUTHORIZED TO APPROVE PAYMENT(S) <i>[Signature]</i> Michelle M. Herczog, Ed.D. (Jan 28, 2019)	DATE <b>Jan 28, 2019</b>	SIGNATURE OF DIVISION DIRECTOR (IF APPLICABLE) <i>[Signature]</i> Yvonne Contreras, Ed.D. (Jan 29, 2019)

(The following preliminary approvals are required PRIOR to submission to Contracts Section if either/both are applicable)

Use of Special Project Funds or Grants require GPM approval APPROVED BY GPM <i>[Signature]</i> Anthony Lee (Feb 5, 2019)	DATE <b>Feb 5, 2019</b>	Independent Consultant & Sole Proprietor items over \$2,000 require Personnel Commission approval APPROVED BY PERSONNEL COMMISSION	DATE
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**Section 4 - Approvals • Refer to Procurement Authorization Approved Matrix**

SIGNATURE OF ASSISTANT SUPERINTENDENT (IF APPLICABLE) <i>[Signature]</i>	DATE <b>Feb 5, 2019</b>	SIGNATURE OF SUPERINTENDENT (IF APPLICABLE)	DATE
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**Section 5 - Contracts Section Use Only**

AGENDA DATE <b>3/14/19</b>	FINGERPRINTS REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ASSIGNED TO <b>JP</b>	CONTRACT NUMBER <b>C-18924</b>	AMEND. #	Total Amended Contract Amount	TYPE <b>SF</b>	DATE MAILED
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Form No. 501-609 Rev. 06-01-2010

DISTRIBUTION: Original and Canary Copies to Contracts; Pink Copy Retained by Requestor.

**2/9/19**

## LOS ANGELES COUNTY OFFICE OF EDUCATION

### LACOE INCOME CONTRACT WITH DISTRICT/PUBLIC AGENCY STANDARD TERMS & CONDITIONS

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, is hereinafter referred to as "LACOE." The District/Public Agency as identified on the Contract is hereinafter referred to as "District/Public Agency."

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE provides a variety of services for school District/Public Agencies within the County of Los Angeles. District/Public Agency has requested that LACOE shall assist the District/Public Agency as set forth on the Contract. LACOE has agreed to perform the work to be done in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's project director.

2. TERM OF CONTRACT

This Contract's dates of services are as specified in the Contract.

3. PAYMENT

The District/Public Agency shall pay LACOE an amount not to exceed the amount specified on the contract for work performed hereunder. Payment shall be made within 30 days receipt of an invoice.

4. INDEMNIFICATION

District/Public Agency agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District/Public Agency from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District/Public Agency. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District/Public Agency and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Contracts Section  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 Imperial Highway, Room 101, ECW Building  
Downey, CA 90242-2890

District/Public Agency:

Mailing Address is District/Public Agency Office as set forth on the Contract

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District/Public Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/Public Agency for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District/Public Agency, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. TUBERCULOSIS TESTING

Contracting Entity's employees and/or employees of subcontractors must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

14. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District/Public Agency is an Independent Contractor and not an officer, employee or agent of LACOE. District/Public Agency shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District/Public Agency warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

15. ASSIGNMENT

District/Public Agency shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/Public Agency shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District/Public Agency intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

16. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

17. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

18. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

19. SEVERABILITY/WAIVER

19.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

19.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

20. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

21. TERMINATION

The Contract may be terminated by LACOE upon written notification.

22. FAILURE TO COMPLY

In the event District/Public Agency fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

23. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

24. COMPLIANCE WITH LAW

District/Public Agency shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District/Public Agency warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

25. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

26. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

27. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

29. RECORD RETENTION AND INSPECTION

District/Public Agency agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District/Public Agency and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

30. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

31. LACOE BUDGET/GRANT FUNDS CONTINGENCY

*This section is applicable only to Contracts in which LACOE is expending funds:* If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have



no liability to pay any funds to District/Public Agency under this agreement, and the District/Public Agency shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

32. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

33. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office Of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

34. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/Public Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District/Public Agency certifies to the best of its knowledge and belief that it and its principals:

- 35.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 35.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 35.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- 35.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

36. **EXECUTION REQUIREMENTS**

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.