

# AGREEMENT FOR CONSULTING SERVICES

## RECITALS

This Agreement for Consulting Services (“Agreement”) is entered into this 30<sup>th</sup> day of May 2024, by and between the Mountain View Los Altos High School District (“District”) and Total School Solutions (“Consultant”).

### I

District desires to retain a Consultant to perform special services, projects, and/or to provide advice specified below. District doesn’t employ internal staff or doesn’t have any internal staff currently available that is able to perform said services.

### II

Consultant is specially trained, experienced and competent to perform such special services and render such advice.

## TERMS

### 1. Services. The Consultant shall:

- (A) continue with the budget development and refinement process and assist in incorporating modifications and improvement in the revised budget for 2024-25.
- (B) Conduct monitoring of the implementation and control processes for one day a month, with a total of up to twelve (12) days, to ensure the implementation of processes is done with fidelity and the required documentation and audit trails are being maintained.
- (C) Provide a block of up to twenty (20) days for coaching and assistance, and direct intervention if needed, during the budget development and revisions processes.
- (D) Assist with the review, training, and monitoring of ASB fund management for a total of up to six (6) days.

### 2. Independent Contractor Status. Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.

### 3. Compensation. District agrees to pay Consultant for services rendered for Component A of services pursuant to this Agreement an hourly rate of \$275 per hour plus any out-of-pocket expenses including mileage during weekdays and \$330 per hour if work is requested to be done during the weekend. For Components B, C & D, \$2,250 per day will be paid. Therefore, the monthly amount invoiced will be \$7,125.

### 4. Scope of Services Provided

- a. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost-plus 15 percent. These out-of-pocket costs include, but are not limited to, telephone, postage, travel and mileage.

In the event that the district cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours’ notice, the Consultant shall be paid all expenses actually incurred as well as up

to four hours of time.

**5. Termination.**

- a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.
- b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.
- c. Consultant shall be relieved of the obligation to perform, and District 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 District.

**6. Indemnification.** Consultant shall indemnify and hold harmless the District, 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 activity, 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.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

**7. Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.

**8. 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 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:

Superintendent

**District**

Mountain View Los Altos High School  
District  
1299 Bryant Avenue  
Mountain View, CA 94040  
ATTN: Nellie Meyer

**Consultant**

Total School Solutions  
4751 Mangels Boulevard  
Fairfield, CA 94534  
ATTN: Tahir Ahad  
President

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

**9. 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.

**10. California Law.** This Agreement shall be governed by the laws of the State of California.

**11. 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.

**12. 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 force and effect, and shall not be affected, impaired or invalidated in any way.

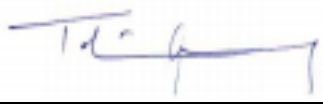
**13. Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are incorporated herein by reference.

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

**Mountain View Los Altos High School District**

**Total School Solutions, Consultant**

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

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

Title: Superintendent

Title: President

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

Dated: May 30, 2024