



PIEDMONT

UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS FROM SUPERINTENDENT SEARCH FIRMS

The Board of Education of Piedmont Unified School District (PUSD or District) seeks proposals from education executive search firms or individuals to provide consulting services for a national search for a superintendent.

SECTION I: PURPOSE

The District is beginning its search for a qualified candidate to become its new superintendent of schools effective July 1, 2023. In order to ensure an orderly transition, the PUSD Board of Education wants to publicly announce the new superintendent by May 10, 2023. To help in the search for the most qualified candidate, the District is seeking to retain the services of an executive search firm or individual with experience in the recruitment of superintendents for high-performing school districts.

SECTION II: DESCRIPTION PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont is a small city of approximately 11,000 residents and is surrounded on all sides by the city of Oakland.

The District includes a team of over 360 experienced and dedicated teachers, support staff, and administrators and a general fund budget close to \$50 million in support 2,400 students at six sites: three elementary schools (TK-5), one middle school (6-8), one comprehensive high school (9-12) and one alternative high school (9-12). The student population is approximately 74% White, 20% Asian, 3% Black, and 3% Latinx. PUSD is among the highest ranking unified school districts in the state and over 95% of PUSD graduates pursue a college education. Niche ranked Piedmont 16 out of 438 school districts in the state of California.

The District also includes a WASC-accredited adult school that offers both diploma and fee-based programs and that shares space with the District schools for evening and weekend classes.

PUSD's Board of Education is committed to excellence in education and equal opportunity for all individuals in education and to becoming an anti-racist school district. Our programs and activities do not discriminate on the basis of gender, gender identity, age, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board actively promotes programs that ensure that discriminatory practices are eliminated in all District activities.

Additional information about the District is available on the [District's website](#):

<https://www.piedmont.k12.ca.us/> or you may contact the District's Communication's Director, Brian Killgore at bkilgore@piedmont.k12.ca.us.

SECTION III: SCOPE OF WORK

The District Board of Education will work with the selected firm or individual to develop a superintendent search process and a timeline for the search activities. At a minimum:

- Conduct interviews with District stakeholders—including Board members, teachers, staff, students, student families, support groups, City of Piedmont officials, and Piedmont citizens—to develop a

leadership profile and search criteria/position description that the community considers requisite for success and will be used to assess candidates.

- Demonstrate a candidate identification process that identifies a diverse pool of highly qualified and competent candidates reflecting a familiarity with our educational community's needs.
- Develop a search plan, timeline, and application process.
- Solicit applications statewide and nationally.
- Develop and distribute recruitment materials in various media and through personal outreach to ensure the applicant pool includes highly qualified candidates with diverse backgrounds and experiences.
- Advise the Board regarding identification and assessment of candidates, including collecting all relevant background information on potential candidates so that strengths and weaknesses can be assessed.
- Perform initial screening/assessment and consultant interviews to assist the Board in identifying the initial candidate pool.
- Provide counsel to the Board throughout the search process, including assisting the Board to prepare for interviews (e.g., interview guidelines and protocols, suggested questions to elicit informative responses, etc.).
- Advise the Board on a compensation package that facilitates successful recruitment.
- Assist with logistics of finalist interviews.
- Communicate with all unsuccessful candidates.
- Conduct the search in compliance with state and federal requirements.
- Ensure a satisfactory conclusion to the search.

Discretion is of utmost importance to our district, as well as to many candidates, and the search firm must maintain the confidentiality of all information collected, as appropriate.

SECTION IV: PROPOSAL REQUIREMENTS

Search firms submitting proposals may furnish other information in addition to the required "Statement of Qualifications" listed below. PUSD is interested in securing the services of a search firm which has demonstrated expertise and success in national searches for TK-12 school districts. Selection will be made based on an evaluation of the entire information supplied, including the Statement of Qualifications and not solely based on lowest price. Also reference "Bidder Requirements" in a separate section of this RFP.

To allow the Board of Education to fairly judge the merits of each proposal, responses to this RFP shall include a response to each of the items listed below. The Board reserves the right to reject proposals that do not follow this format.

Statement of Qualifications

1. Cover letter (see Appendix 1) that includes the name of firm, address, and contact information (email, phone, fax).
2. Information on the size and organizational structure of the firm (limit to one page).
3. Name of team lead/director/partner who will have primary responsibility for the search.
4. Name of personnel, with their classifications, who will be assigned to the search. Changes of personnel must be discussed with the Board in advance.
5. Resumes of the team members to be assigned to the engagement (limit to one page each). The resumes should include:
 - a. Position in firm
 - b. Years of experience in the firm and overall experience
 - c. Education
6. List of similar school districts the firm has performed searches for or is under contract to perform.
7. A Statement of Understanding of the work to be performed by the search firm.

8. Provide a description of the overall approach to the engagement and specific techniques that will be used. This description shall include a work plan, task timing, and phasing for completion of the contract, including the following:
 - a. Approach to be taken to complete the scope of work;
 - b. Methods to be used to communicate, work with, and advise the five-member Board of Education;
 - c. Methods to be used to identify prospective candidates and promote their interest to apply;
 - d. Approach to effective community engagement, including collecting input and feedback from multiple stakeholders to craft the leadership profile and evaluation criteria and providing a meaningful way to generate and receive public input in the process;
 - e. Describe major challenges to a successful search and how they can be addressed and/or mitigated; and
 - f. Estimate a reasonable timeline that will be used to guide the search process.
9. Statement of the level and nature of support that will be required of the Board or the District staff by the search firm. Include a list of typical information requests the firm requests of clients. Provide details regarding the primary method utilized by the search firm to gather District data and feedback to ensure a successful search.
10. Professional fees/fee schedule for the type of search services provided. Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented to the District.
 - a. Maximum cost and estimated cost by each section of the work scope;
 - b. Estimated hours to be spent by each team member and their estimated fees and travel expenses;
 - c. Hourly rates, if applicable, for various levels of personnel;
 - d. Estimated publishing and advertising expenses; and
 - e. Other costs necessary to complete this search.
11. Statement of ability to comply with the Other General Requirements and PUSD Independent Consultant Agreement (Appendix B).
12. Provide a minimum of three school districts that have used your services for a superintendent search within the past five years. For each reference, provide the school district name, contact person (and title), and contact information. Describe the contract (scope, length, outcome) for each reference.
13. Describe litigation with any of your clients within the last seven years, including name, date, and jurisdiction of each matter, a brief description of the nature of the dispute, and the outcome.
14. Describe your philosophy, policies, and practices regarding client satisfaction in the event of an unsuccessful search, e.g., coaching for the new superintendent, subsequent search services if the new superintendent is released after the first year.
15. Additional comments regarding the search firm's qualifications.

SECTION V: TIMELINE

The following schedule is proposed for the implementation of this RFP. If, in the experience of the firm, you believe that the schedule listed here is unreasonable or undoable for the scope of the work enclosed, please indicate the reasons why it is not conducive to a thorough and diligent search and suggest an alternative schedule for the Board's consideration.

Date	Activity
August 24, 2022	Board approves RFP for search process
August 31, 2022	RFP is issued, including emailed to prospective search firms known to the District and posted on the District website
September 7, 2022	Deadline for submission of RFP questions by 5:00 PM PDT
September 14, 2022	Responses to RFP questions provided by 4:00 PM PDT

Date	Activity
September 26, 2022	Proposals due by 12:00 PM PDT
September 28, 2022	Screening of proposals and selection of up to five firms to be interviewed
By October 12, 2022	Special Board meeting(s) to interview finalist firms
October 12, 2022	Board approves the selection of the search firm and search firm begins the search process
May 10, 2023	Candidate is announced
July 1, 2023	Selected candidate becomes PUSD superintendent

SECTION VI: SUBMISSION DETAILS

All proposals must be received at the District’s administrative offices prior to 12:00 noon PDT on September 26, 2022.

Proposals must be enclosed in a sealed envelope and the package must clearly show the phrase “*Request for Proposals – Superintendent Search for Piedmont Unified School District*” and the name of the candidate firm.

Proposals must be submitted in print (3 copies) and electronic (PDF) formats. The electronic file can be submitted via email to the address below or via a thumb drive that is delivered with the printed copies of the proposal. The deadline noted above applies both to print and electronic submissions.

Proposals must be sent to:

Cory Smegal
PUSD School Board President
760 Magnolia Avenue
Piedmont, California 94611

csmegal@piedmont.k12.ca.us

(510) 594-2614

Late proposals will not be accepted under any circumstance, and any proposal so received shall be returned to the proposing firm unopened. Any questions or requests for clarification regarding this RFP should be directed in writing to the contact named above prior to 5:00pm PST on September 7, 2022.

SECTION VII: BIDDER REQUIREMENTS

The requirements of the bidders are as follows (see also “Proposal Requirements” in a separate section of this RFP):

1. Only search firms or individuals with relevant executive search experience are eligible for consideration.
2. The name, mailing address, and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract must be identified.
3. The firm to be retained must demonstrate its experience in performing similar work for TK-12 school districts by providing a list of three school district references, of which all have been search clients of the firm within the last two years, and whose search was similar in nature.
4. The firm must provide resumes of all participants assigned to the search team. These resumes should detail their education, related experience, qualifications, and professional education.

5. The firm must include a description of its overall approach to the engagement and specific techniques that will be used. This description shall include a work plan, task timing, and phasing for completion of the contract.
6. The firm may provide descriptions of any other specialized services it is able to provide.
7. Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed.

SECTION VIII: INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
 - a. Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation.)
 - b. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000. (one million dollars) each accident.
 - c. Professional Liability (E & O) Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence and in the aggregate. Coverage must, at a minimum, apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$250,000 each claim.
2. Commercial General Liability policy must provide the following:
 - a. Name as the Additional Insured, Piedmont USD, its Board, officers and employees.
 - b. That such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against whom the claim is made, or suit is brought.
3. If any policies are written on claims-made form, Consultant agrees to maintain such insurance continuously in effect for three years following completion of the Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
4. The Consultant shall provide PUSD with the appropriate certificate(s) of insurance prior to the commencing performance. The Consultant shall also be obligated to notify PUSD in writing at last 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that PUSD may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

SECTION IX: OTHER GENERAL REQUIREMENTS

1. *Equal Opportunity*: The Contractor must be an Equal Opportunity Employer and shall certify that the firm is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including executive Order N0.11246 of September 24, 1965.
2. *Errors and Omissions in RFP*: If a firm discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the firm shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP, without divulging the

source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefore.

- a. If a firm fails to notify the District prior to the date fixed for submission of proposals, of an error in the RFP known to it, or an error that reasonably should have been known to it, the firm shall submit a proposal at their own risk; and if the firm is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.
 - b. The firm should carefully examine the entire RFP and any addenda thereto, and all related material and data referenced in the RFP or otherwise available, and should become fully aware of the nature and location of the work, and the conditions to be encountered in performing the work
3. *Agreement:* In compliance with this request for proposals, the firm will propose and agree to furnish all labor, materials, and transportation.
 4. *Signee:* If an individual or an individual doing business under a firm name submits a proposal, the proposal must, in addition to the firm name, be signed by the individual; if the submitting firm is a partnership, the proposal should be signed with the partnership name by one of the partners; if a corporation, with the name of the corporation by an officer authorized to execute a proposal on behalf of the corporation.
 5. *Understanding:* It is understood and agreed that the firm has, by careful examination, satisfied itself as to the nature and location of the work, the character, quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the is contract, shall affect or modify any of the terms or obligations herein contained.
 6. *Disposition of Proposals:* All material submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the firm's expense. The original copy shall be retained for official files and will become a public record after the date and time for final proposal submission as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.
 7. *General Conditions:* The District reserves the right to waive, modify, or otherwise vary the conditions or requirements herein and may accept or reject any and all proposals as the Board of Education, in its sole discretion, deems to be in the best interest of the District. The District may, notwithstanding the terms herein, negotiate the terms of any response to this RFP. The District shall not be bound to accept the lowest priced proposal, but may accept such proposal, if any, as the Board of Education determines to be in the best interests of the District.

SECTION X: REJECTION OF PROPOSALS

The District reserves the right to reject any or all proposals, or any part thereof, or to waive any irregularities therein. No proposal, once submitted, may be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

SECTION XI: AWARD EVALUATION CRITERIA

PUSD will evaluate all proposals received in accordance with the evaluation criteria listed below. The Board will review proposals. Award will be made to the firm offering the most advantageous proposal after consideration of all evaluation criteria. The criteria are not listed in any order of preferences. PUSD reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after the award of proposal. PUSD shall not be obligated to accept the lowest priced proposal but will make an award in the best interest of the District after all factors have been evaluated.

The evaluation criteria that will be used to evaluate all proposal are as follows:

1. Quality and completeness of submitted proposal, thorough understanding of the objective, scope, approach, and requirements;
2. Demonstrated competence and expertise in conducting a national search, including demonstrated access to or ability to access diverse candidate networks;
3. Appropriateness of approach for PUSD, including involvement of District Board and staff;
4. Reasonableness of costs/fees; and/or
5. Financial stability.

The Board may also contact and evaluate the firm's references; contact any firm representative to clarify any response; contact any current users of a firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

SECTION XII: AWARD OF CONTRACT

The Board of Education anticipates it will formally award the contract at the Board meeting scheduled for October 12, 2022. No contract awarded under this Proposal shall be assigned except with express written approval of the Board of Trustees. Any attempt assignment in violation of this provision shall be voidable at the option of the Board.

APPENDIX 1: REQUIRED COVER LETTER

This proposal is submitted on behalf of:

Company:

Address:

Telephone:

Email:

The above listed consulting firm hereby submits its proposal and agrees to furnish services to Piedmont Unified School District in accordance with this Request for Proposals and the response prepared by the consultant.

The consultant has carefully reviewed this Request for Proposals and the consultant's response, and understands that the District will not be responsible for any errors or omissions on the part of the consultant.

Consultant agrees that the District reserves the right to accept or reject any or all proposals and to waive any irregularity or informality in any proposal received.

The attached proposal shall be considered an irrevocable offer and shall be valid for ninety days from the date the proposals are required to be submitted.

The undersigned hereby affirms that he/she/they is an authorized agent for the company submitting this response.

Date

Name of Consultant/Authorized Agent

Title of Consultant/Authorized Agent

Signature of Consultant/Authorized Agent

APPENDIX 2: PUSD INDEPENDENT CONSULTANT AGREEMENT

**PIEDMONT UNIFIED SCHOOL DISTRICT
2022-23 INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT FULL NAME _____
TAX I.D. NUMBER* XXX-XX-____ *Consultant to complete*
SITE/DEPARTMENT _____
SUBMITTED BY (Site Administrator's Name)
**SIGNATURE FROM BUDGET
CONTROL ADMINISTRATOR:** _____
REQUISITION NUMBER _____
ACCOUNT CODE _____
FUNDING SOURCE _____
AGREEMENT TOTAL AMOUNT \$ _____

Approved/Ratified by PUSD
Board of Education on
____/____/____

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Piedmont Unified School District's approved 2022-23 Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of the __ day of _____, 20__, between the Piedmont Unified School District ("District") and _____ ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a _____. Consultant shall use their specialized experience and skills to organize, to serve in this capacity.
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__.

3. **Compensation.** District agrees to pay \$ _____ to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$ _____ during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2 **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to the District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. ALL Independent Consultants who interact with students outside of the immediate supervision and control of the student's parent, guardian or school employee must provide a valid criminal records summary.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance.

10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
12. **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:

District

Piedmont Unified School District
 760 Magnolia Avenue
 Piedmont, CA 94611
 ATTENTION: _____

Consultant

Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

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.

13. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
14. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.
15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
16. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
18. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
19. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
20. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

PLEASE NOTE: Do not alter this list. If line item is not applicable, please insert N/A. Refer to document "PUSD Procedures: Independent Consultant Agreements" for additional information.

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification (Date cleared: __/__/__)
- W-9 Form (Delivered to A/P on date: __/__/__)
- TB Declaration (Date TB Cleared: __/__/__; Date TB Expires: __/__/__)

- SafeSchools Training – completed within 6 weeks (Certification of Completion document required for all Consultants who are working on a “Prolonged and Frequent” basis)
- Emergency Contact Form
- Contractor/Consultant COVID Protocols and Vaccination Status Submission Form (submitted __/__/__)

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

Piedmont Unified School District

Consultant

By: _____

By: _____

Name: (Site Administrator Name)

Name: _____

Title: (Administrator Title)

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*