

**Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446**

AGREEMENT TO FURNISH CONSULTANT SERVICES

Pursuant to California Education Code 10400, Paso Robles Joint Unified School District, hereinafter called "District," has need of the specialized services of *Autism Connections*, hereinafter called "Consultant," for the period specified in Article I. "TERM."

Consultant shall be, for the purposes of this agreement, an independent contractor and shall not be deemed an employee of the District for any purpose.

District may provide such supplies and equipment as shown herein for the convenience of CONSULTANT and such accommodation shall not operate as an indication of employment.

I. TERM:

The effective date of the agreement is *June 20, 2018* and it terminates no later than *June 19, 2019* unless sooner terminated as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated as follows:
- ***DIRECT INTERVENTION: \$65/HOUR (2,080 hours) \$135,200***
- ***DIRECT CONSULTATION: \$150.00/HOUR (260 hours) \$39,000***
- ***INDIRECT CONSULTATION: \$150/HOUR (48 hours) \$7,200***
- ***PARENT TRAINING (CONSULTATION): \$150/HOUR (48 hours) \$7,200***
- Not to exceed a total of *2,436 hours* of service.
- Total payment(s) to Consultant, under this contract shall not exceed ***\$188,600.00***

III. DISTRICT OBLIGATION:

In consideration of Consultant's provision of service(s) as described in the Consultants Services Description and subject to the payment limit expressed herein, the District shall pay the Consultant, upon documented evidence of completion of service(s), payment according to the fee schedule listed within forty-five (45) days of billing.

IV. CONSULTANT'S OBLIGATION

The consultant shall provide service(s) as described in the Consultant Service Description.

V. CONSULTANT SERVICE DESCRIPTION

Provide ABA (Applied Behavior Analysis) services for student

VI. CONFIDENTIALITY

In the course of performing consulting services, the parties realize that the Consultant may come in contact with or become familiar with information which may be considered confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than Paso Robles Joint Unified School District.

VII. ASSIGNMENT

This agreement is for personal services to be performed by Consultant and may not be assigned to, sub-let to or performed by any person or persons who are not parties hereto except by employees of Consultant whose names and qualifications have been approved by District.

VIII. TERMINATION OF AGREEMENT

This agreement shall terminate on the last day as written in Article I except:

- a. District may terminate agreement at any time if Consultant does not perform, or refuses to perform according to this Agreement.
- b. District and Consultant may terminate agreement at any time with mutual written consent.
- c. In the event of early termination, Consultant shall be paid for all work or services performed to the date of termination together with an amount for approved expenses due and owing.

IX. DISTRICT'S RIGHT OF RETENTION

District shall become the owner of and entitled to exclusive possession of all records, documents, files, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

X. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

