

## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into as of July 1, 2018 by and between the La Cañada Unified School District ("District") with offices at 4490 Cornishon Avenue, La Cañada, California 91011 and Cathleen McMullen ("Consultant").

### RECITALS

1. The Consultant has expertise in the area of Public School Human Resources and agrees to provide consulting services to school district.
2. District agrees to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

### AGREEMENT

In consideration of the foregoing, and of the mutual promises set forth herein, the parties hereto agree as follows:

#### 1. Engagement

- (a) The School District hereby engages Consultant to render, as an independent contractor, consulting services in the area of public school human resources, and such other services as may be agreed to in writing by District and Consultant.
- (b) Consultant hereby accepts the engagement to provide consulting services to School District on the terms and conditions set forth herein.
- (c) Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

#### 2. Term/Termination

- (a) This Agreement will commence on the date first written above and terminate upon completion of the agreed upon services but in no case later than June 30, 2019 unless an extension of this Agreement is agreed to in writing by both parties.
- (b) This Agreement may be terminated at any time by either the District or Consultant.

#### 3. Compensation

- (a) In consideration of the services to be performed by Consultant, District agrees to pay Consultant \$150.00 per hour.
- (b) Total hours worked each week will be established by the District acting upon a recommendation from Consultant.

(c) Out of pocket expenses incurred by Consultant, which are authorized by the District, shall be reimbursed by District to Consultant.

4. Indemnification Consultant agrees to defend, indemnify, and hold harmless District, its Board, officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability of claim or liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Consultant.
5. Fingerprinting If District determines that the services provided by Consultant involve more than limited contact with students, Consultant agrees that Consultant and/or its employees providing services pursuant to this Agreement shall be fingerprinted before services commence pursuant to California Education Code §45125.1.
6. Assignment Consultant shall not assign or subcontract to any other individual or entity the services to be provided by Consultant to District without the prior written approval of District.
7. Confidential Information Consultant agrees to hold District's confidential information in strict confidence and not to disclose such confidential information to third parties without District's prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by District to Consultant that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to District policy (California Education Code §§49073-49079).
8. Work Product Consultant agrees that District shall be owner of the Work Product produced by Consultant hereunder. "Work Product" for the purposes of this Agreement shall include, but is not limited to, all materials prepared, developed, assembled or collected by Consultant pursuant to performance of this Agreement.
9. Severability If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the Agreement will remain in effect.
10. Waiver The waiver by District of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.
11. Entire Agreement The Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior agreement and representations, if any, whether written or oral, between the parties as to the subject matter hereof. The Agreement may be modified only by subsequent written agreement of the parties, duly executed by all parties hereto.

12. Amendment This Agreement may be amended only in writing signed by Consultant and by a representative of District duly authorized.
13. Independent Contractor The relationship between Consultant and School District is that of independent contractor and not an officer, agent or employee of District. Nothing in this Agreement shall be construed to create a partnership, agency, joint venture or employment relationship. Consultant will not be eligible for any employee benefits, nor will School District make deductions from fees to the Consultant for taxes, insurance, bonds or the like within the scope of this Contract. Consultant retains the discretion in performing tasks assigned, within the scope of work specified.
14. Governing Law This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California.

La Cañada Unified School District:

\_\_\_\_\_  
Wendy K. Sinnette, Superintendent

\_\_\_\_\_  
Date

Consultant:

\_\_\_\_\_  
Cathleen McMullen

\_\_\_\_\_  
Date