SAN GABRIEL UNIFIED SCHOOL DISTRICT SAN GABRIEL, CALIFORNIA <u>AGREEMENT FOR CONSULTANT SERVICES</u>

THIS AGREEMENT, made and entered into by and between the **SAN GABRIEL UNIFIED SCHOOL DISTRICT** of Los Angeles County, California, hereinafter referred to as the District, and **Carole Watanabe-Lee**, hereinafter referred to as the Consultant.

In consideration of the mutual promises and considerations of the parties, the District hereby retains the Consultant upon the terms and conditions set forth, and the Consultant hereby agrees to perform the services described in accordance with said terms and conditions.

TERM OF THE AGREEMENT:

The term of the Agreement shall be for the period commencing **July 1, 2019** except as otherwise provided by this Agreement.

TIME AND LOCATION FOR PERFORMANCE OF SERVICES:

The services described herein shall be generally performed or rendered at the discretion of the Consultant, except that the District and Consultant shall mutually schedule and coordinate the services for timely and efficient performance. The services shall be performed at the location(s) specified in the description of services.

DESCRIPTION OF SERVICES TO BE RENDERED BY THE CONSULTANT:

The Consultant will render the following services to the District:

- Provide content-specific mentoring in support during Year 1 program meetings to the assigned Induction Candidate, for approximately 30 minutes per week, using Google Hangouts or face-to delivery.
- Focus content-specific mentoring on the assigned Induction Candidate's Adapted Physical Education Individual Learning Plan (ILP) goals.
- Meet with San Gabriel Valley Consortium's LEA to implement, facilitate, and evaluate procedures as rendered in accordance to the Induction Standards.

PAYMENT TO BE MADE BY THE DISTRICT:

In consideration of service(s) rendered, the District agrees to pay the Consultant the rate of \$32 an hour, not to exceed \$825. Should the Consultant fail to perform the services as described, the parties shall negotiate a settlement based on percentage of completion.

The Consultant may submit invoices to the District for progress payment(s) prior to completion. The amount of the progress payment shall be negotiated between the parties. Hours billed must be outside the Consultant's normal contractual work day. Service performed in any fiscal year shall be billed by the Consultant prior to June 30, 2020.

Are you a STRS retiree? (Please sign your initials at the answer.)	Yes	No
Are you a PERS retiree? (Please sign your initials at the answer.)	Yes	No

CONSULTANT'S RESPONSIBILITIES:

The Consultant is an independent contractor and not an officer, agent, or employee of the District. The Consultant shall be responsible for providing all materials and supplies as necessary to perform the above-described service(s). All property and buildings within the San Gabriel Unified School District have been designated by the Governing Board as tobacco-free and alcohol-free. No tobacco or alcohol products may be used on District property.

The Consultant shall hold and keep harmless the District and all its officers and/or agents from all liability, damages, costs or expenses in law or equity that may at any time arise due to injuries to persons or property, including District personnel and property, arising by reason of, or in the course of, the performance of this Agreement; the Consultant agrees that the District shall not be liable for any accident, loss or damage, and the Consultant, at his own expense, cost and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District or officers or agents thereof in any claim or demand, and pay or satisfy any judgment that may be rendered against the District or officers or agents thereof in any such action, suit or legal proceeding.

AMENDMENT OF AGREEMENT:

The Consultant and the District may, by mutual agreement, renegotiate the services to be rendered under this Agreement. Such amendment shall be made in writing and signed by the parties.

CANCELLATION OF THE AGREEMENT:

This agreement may be terminated by either party giving to the other, in writing, notice of intention to cancel this Agreement at least ten (10) days prior to date of termination.

IN WITNESS THEREOF, the parties have set their hands on the day and in the month and year first above written.

CONSULTANT/INDEPENDENT CONTRACTOR

SAN GABRIEL UNIFIED SCHOOL DISTRICT

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Carole Watanabe-Lee

Date:_____

Taxpayer's ID # and/or Social Security #:

Name: ______ (Please print)

Address:

Phone:

BY: James Symonds, Acting Superintedent **Educational Services**

Date:_____