



Contract No./PO# _____

Vendor No _____

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
Contractor/Consultant Agreement
2020-2021**

Kim Holmes
18 2nd Street
Templeton, CA 93465
Phone: 805.235-0933

This agreement is being made between Kim Holmes, Contractor/Consultant, and the Paso Robles Joint Unified School District to cover Contractor/Consultant services as described below:

Ms. Holmes will provide with her best advice, information, judgment, and knowledge with respect to the services related to and support of efforts on which she has expertise which is to be provided in accordance with this Agreement. Specifically, Kim Holmes shall provide contractor/consultant services as an Executive Secretary in accordance to the PRJUSD Executive Secretary Job Description.

This agreement is effective January 19, 2021, through June 30, 2021, unless terminated by the consultant or the client.

The consulting fee for services is \$40.00 per hour, billable on the half hour. Billable hours may not exceed the PERS limit of 960 hours annually. Hours will be determined by the Superintendent.

Consultant, Kim Holmes, will send an invoice at the beginning of the month following the month which the services were rendered.

Please see the Professional Services Contract and General Provisions attached.

Kim Holmes, Contractor/Consultant

Date

Curt Dubost, Superintendent

Date



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PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
Dr. Curt Dubost, Superintendent

PROFESSIONAL SERVICES CONTRACT & GENERAL PROVISIONS

The Paso Robles Joint Unified School District (PRJUSD), hereinafter called "District," has need of the specialized services of **Kim Holmes**, an independent contractor, hereinafter called "CONTRACTOR/CONSULTANT", for the period specified herein, according to the following terms and conditions. The CONTRACTOR/CONSULTANT shall be, for the purposes of this agreement, an independent contractor/consultant and shall not be deemed an employee of the Paso Robles Joint Unified School District for any purpose.

DISTRICT may provide such supplies and equipment as shown herein for the convenience of CONTRACTOR/CONSULTANT and such accommodation shall not operate as indicia of employment.

I. TERM

1. Duration January 19, 2021 – June 30, 2021

2. CONTRACTOR/CONSULTANT shall begin services in January 2021.

II. SERVICE TO BE PERFORMED

CONTRACTOR/CONSULTANT shall be appointed as an Executive Secretary on an interim basis at the direction of the Paso Robles Joint Unified School District Superintendent. The Contractor/Consultant will assist the District and the District's Superintendent with executive assistant duties. The Contractor/Consultant will assume current responsibilities as reflected in the PRJUSD Executive Secretary Job Description and conduct extensive cross-training of existing district office support personnel, audit current policies, practices, and procedures to identify any areas that need improvement. These changes will be documented in updated board policies, administrative regulations and board bylaws; as well as staff and board manuals. Contractor/Consultant Executive Secretary will work the hours necessary as determined by the Superintendent.

III. MANNER OF PERFORMANCE

CONTRACTOR/CONSULTANT shall perform all services as needed by DISTRICT in a competent and professional manner under the direction of **Curt Dubost, Superintendent**, hereinafter called PROGRAM MANAGER, who shall review CONTRACTOR/CONSULTANT's performance and determine the final acceptance of the end product to be produced under the terms of this Agreement.

IV. PLACE OF PERFORMANCE

CONTRACTOR/CONSULTANT shall render service(s) described in Article II at any and all locations as required to complete the Agreement.

V. SUPPLIES AND EQUIPMENT

CONTRACTOR/CONSULTANT shall have access to and use of supplies and equipment owned by the DISTRICT, and agrees to use ordinary care to safeguard and maintain equipment.

VI. COMPENSATION

1. CONTRACTOR/CONSULTANT shall be compensated at \$40.00 per hour. Billable hours NOT TO EXCEED THE PERS LIMIT of 960 HOURS ANNUALLY or \$38,400 for the services stipulated in Section II.

2. Payment shall be made upon presentation of an invoice properly completed by the CONTRACTOR/CONSULTANT and approved by the Program Manager. All invoices should include a timesheet indicating the hours worked. Invoice will also include the Purchase Order Number and be submitted in duplicate.

**VII. CHANGES**

DISTRICT or CONTRACTOR/CONSULTANT may from time to time, request changes in the scope of the service(s) of CONTRACTOR/CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR/CONSULTANT's compensation and/or changes in the schedule must be authorized in advance by the DISTRICT IN WRITING. Mutually agreed changes shall be incorporated in written amendments to this agreement.

VIII. ASSIGNMENTS

This Agreement is for personal services to be performed by CONTRACTOR/CONSULTANT and may not be assigned to, sublet to, or performed by any person or persons who are not parties hereto except by employees of CONTRACTOR/CONSULTANT.

IX. TERMINATION OF AGREEMENT

This Agreement shall terminate as set out in Article I, except:

- a. DISTRICT may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses to perform, according to this Agreement.
- b. DISTRICT may terminate services of CONTRACTOR/CONSULTANT at any time, if, in the professional judgment of the PROJECT MANAGER named herein, CONTRACTOR/CONSULTANT's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the DISTRICT's requirements as specified in Article II.
- c. Either party may terminate upon 30 days' notice.
- d. In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER's determination of product delivered.

X. DISTRICT RIGHT OF RETENTION

DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, 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. Proprietary materials will be exempted from this clause.

XI. EXTENSION OF TERM

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

XII. CERTIFICATION OF CONTRACTOR STATUS

In the performance of services imposed by this Agreement, the CONTRACTOR/CONSULTANT is at all times acting as an independent contractor and not an employee of the DISTRICT. The CONTRACTOR/CONSULTANT shall not have any claim under this Agreement or otherwise against the DISTRICT for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, or any other benefits usually provided to employees. CONTRACTOR/CONSULTANT understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to CONTRACTOR/CONSULTANT and that no taxes will be paid by the DISTRICT on CONTRACTOR/CONSULTANT's behalf to any governmental taxing body. Further, in the event that DISTRICT is hereafter determined to be the employer of the CONTRACTOR/CONSULTANT and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, CONTRACTOR/CONSULTANT agrees to indemnify and hold harmless the DISTRICT for all sums paid by the CONTRACTOR/CONSULTANT to the taxing bodies and all expenses incurred incidental thereto, including attorneys' fees and costs. Should CONTRACTOR/CONSULTANT contract with, or employ any persons to assist him on this project, it is agreed that such persons are not employees of the DISTRICT nor parties to this Agreement and shall have no rights hereunder. CONTRACTOR/CONSULTANT further agrees to make no claim against the DISTRICT for any unemployment benefits, workers' compensation benefits or medical benefits and expressly agrees the CONTRACTOR/CONSULTANT is not entitled to any such benefits.



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CONTRACTOR/CONSULTANT agrees that he/she assumes all responsibility in relation to providing the DISTRICT with an Employer Identification Number or Social Security Number as required by IRS regulations in relation to the conduct of his/her business.

XIII. CONTRACTOR/CONSULTANT will submit to Department of Justice/FBI LiveScan Fingerprints and provide a TB (Tuberculosis) clearance upon start of services.

WITNESSETH

CONTRACTOR/CONSULTANT INFORMATION		

Company Name (if applicable)		
_____	_____	
CONTRACTOR/CONSULTANT NAME (print/type)	CONTRACTOR/CONSULTANT SIGNATURE	
_____	_____	
Social Security No. or Tax ID No.	Date	
_____	_____	_____
Street Address, City, State, Zip	Phone No.	Email

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT		
_____	_____	_____
Chief Business Official's Name (print)	Signature	Date

PROGRAM MANAGER AUTHORIZATION								
Total Contract Amount	\$	_____						
Budget Account Number:								
<u>FUND</u>	<u>RESC</u>	<u>YEAR</u>	<u>OBJC</u>	<u>GOAL</u>	<u>FUNC</u>	<u>SCH</u>	<u>DISC</u>	<u>%</u>
-	-	-	-	-	-	-	-	0000
-	-	-	-	-	-	-	-	0000
I have reviewed the legal and procedural guidelines pertinent to the determination of Independent Contractor Status, including IRS Revenue Ruling 87-41, with regard to this contract. I believe that the hiring of the named individual(s) under the status of Independent Contractor(s) is appropriate and legal.								
_____			_____			_____		
Program Manager Name (print)			Signature			Date		
_____			_____			_____		
Approving Official's Name (print)			Signature			Date		



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FINGERPRINTING CERTIFICATION

I hereby certify that the CONTRACTOR/CONSULTANT for this project will have contact with students as indicated below:

- CONTRACTOR/CONSULTANT will have NO contact with students
- CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of DISTRICT staff member
- CONTRACTOR/CONSULTANT will have unsupervised contact with students.
- CONTRACTOR/CONSULTANT will submit to DOJ/FBI Livescan Fingerprints through SLOCOE Consortium**

Program Manager Signature

Date

Approving Official's Name printed

Date