



# APPROVAL CUSD INDEPENDENT CONTRACT

*All contracts must be approved by the Board of Education*

Please return this signed cover sheet and the contract to the Business Office for review **at least fourteen (14) working days prior to the next Board meeting.**

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

**Site/Department:** Special Education & Counseling

**Date(s) of Contracted Service:** 08/01/2020 - 06/30/2021

**Contractor Name:** Kristy Flynn

**Cost (not to exceed):** \$5,000.00

**Description of Service:** Amendment to Independent Contract Agreement previously board approved 7/22/2020. Not to Exceed amount shall be increased from \$3,000.00 to \$5,000.00. The cost increase is due to an increase in special education students requiring services.

Pupil Records Rider     New Vendor (if checked, need W9)     Other \_\_\_\_\_

Fingerprinting/TB Questionnaire completed     Insurance Received

Ratified, reason \_\_\_\_\_

**Funding Source:**  District     ASB     PTO/PTA     Other \_\_\_\_\_

Fund 40     Fund 14     Fund 01    **Budget Source** Special Education  
01-6500-0-5770-1190-5800-00-029-2100-0023

***I have read and understand the terms of and approve the attached contract:***

Steve Gonzalez  
Site/Department Administrator Signature

03/26/2021  
Date

Reviewed by C.B.O. before being agendized. yp  
initials

Board Approval Date: \_\_\_\_\_

Copy sent to the Site/Department \_\_\_\_\_  
Date



# APPROVAL CUSD INDEPENDENT CONTRACT

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Board Approved  
JUL 22 2020  
Carmel Unified School District

Please return this signed cover sheet and the contract to the Business Office for review  
**at least fourteen (14) working days prior to the next Board meeting.**

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**Site/Department:** Special Education & Counseling

**Date(s) of Contracted Service:** 08/01/2020 - 06/30/2021

**Contractor Name:** Kristy Flynn, M.S., CCC-SLP

**Cost (not to exceed):** \$3,000.00

**Description of Service:** Speech and Language Therapy for Special Education SSID # 2109872935 and other special education students as necessary during the 2020/21 school year.

Pupil Records Rider     New Vendor (if checked, need W9)     Other \_\_\_\_\_

Fingerprinting/TB Questionnaire completed     Insurance Received

Ratified, reason \_\_\_\_\_

**Funding Source:**  District     ASB     PTO/PTA     Other \_\_\_\_\_

Fund 40     Fund 14     Fund 01    **Budget Source** Special Education  
01-6500-0-5770-1190-5800-00-029-2100-0023

***I have read and understand the terms of and approve the attached contract:***

Steve Gonzalez  
Site/Department Administrator Signature

06/23/2020  
Date

Reviewed by C.B.O. before being agendized. yp  
initials

Board Approval Date: \_\_\_\_\_

Copy sent to the Site/Department \_\_\_\_\_  
Date

**CARMEL UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT:  
EXTENDED TERM SERVICES**

This Independent Contractor Services Agreement (“Agreement”) is made and entered into effective **7/22/2020** by and between the **Carmel Unified School District** (“District”) and **Kristy Flynn, M.S., CCC-SLP** (“Contractor”).

1. Contractor Services. Contractor agrees to provide the following services: **Provide speech and language therapy for Sped Student #2109872935 and other special education students as necessary during the 20/21 school year.**
2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on **8/1/2020** and shall terminate upon completion of the scope of work, but no later than **6/30/2021**. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.
4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.
5. Payment. District agrees to pay Contractor **at the rate of \$120 per hour (not to exceed 25 hours)**. The rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed \$ **\$3,000.00**. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.
6. California Residency. Contractor is a resident of the State of California.
7. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney’s fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor’s use of the site; the Contractor’s completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge,

or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

- Comprehensive General Liability, in an amount not less than \$1,000,000.00 per occurrence.
- Valid California Automobile Insurance

The District shall be named as an additional insured on Contractor's Liability insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.
10. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.
11. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

- A.  Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.
- B.  The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the HR Director or designee. (Education Code § 45125.1.)

Date Fingerprints cleared: February 5, 2016

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above,

Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

12. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.
13. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.
14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
16. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.
18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:

Carmel Unified School District  
Yvonne Perez, CBO  
4380 Carmel Valley Road  
Carmel, CA 93923

Contractor:

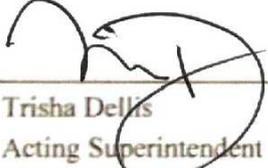
Kristy Flynn, M.S., CCC-SLP  
22304 Davenrich Street  
Salinas, CA 93908

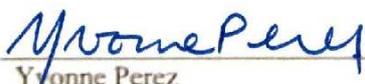
19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all

applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

CARMEL UNIFIED SCHOOL DISTRICT

By:   
Name: Trisha Dellis  
Title: Acting Superintendent  
Date: 7/24/2020

By:   
Name: Yvonne Perez  
Title: Chief Business Official  
Date: 7/24/2020

CONTRACTOR

By:   
Name: Kristy Flynn, M.S., CCC-SLP  
Title: Owner  
Date: 6/25/2020

**CARMEL UNIFIED SCHOOL DISTRICT  
AMENDMENT TO  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Amendment (“Amendment”) to Independent Contractor Services Agreement is made and entered into as of April 21, 2021 (“Effective Date”) by and between Carmel Unified School District, a school district organized and existing under the laws of the State of California (the “District”), and Kristy Flynn, M.S., CCC-SLP (“Contractor”).

**RECITALS**

**WHEREAS**, the District and Contractor entered into that certain Independent Contractor Services Agreement (“Agreement”) effective July 22, 2020 and terminating no later than June 30, 2021 for the services therein described; and

**WHEREAS**, the Parties wish to modify and amend that Agreement effective upon the execution of this Amendment; and

**WHEREAS**, the modifications stated herein below reflect the true intent of the Parties.

**NOW THEREFORE**, in consideration of the covenants and conditions of this Amendment, including the recitals hereof, the parties agree as follows:

**AMENDMENT TO AGREEMENT**

1. Amendment to Agreement. **District agrees to increase the amount not to exceed from \$3,000.00 to \$5,000.00.**
2. Integration; Amendment. The Agreement, as modified by this Amendment, constitutes the entire understanding between the Parties hereto, and no addition to, or modification of, any term or provision of the Agreement, as modified by this Amendment, shall be effective unless set forth in writing and signed by both Parties.
3. No Assignment. Neither Party may assign this Amendment without the express written consent of the other Party.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.
5. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original of the Amendment. Facsimile signature pages transmitted to other

Parties to this Amendment shall be deemed equivalent to original signatures on counterparts.

6. Binding Effect. Upon its execution by both Parties and the approval of District's governing board, this Amendment shall be deemed effective as of the Effective Date.

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Amendment as of the day and year first above written.

**CARMEL UNIFIED  
SCHOOL DISTRICT**

By \_\_\_\_\_  
Name: Trisha Dellis  
Title: Interim Superintendent

Date \_\_\_\_\_

By \_\_\_\_\_  
Name: Yvonne Perez  
Title: Chief Business Official

Date \_\_\_\_\_

**CONTRACTOR**

By   
Name: Kristy Flynn

Date 3/31/21