

INDEPENDENT CONSULTING AGREEMENT

This Independent Consulting Agreement (the "Agreement") is made and is effective on December 02, 2021 between **Adriana San Millan School Psychology and Special Education Services, LLC** ("Consultant") and **North Monterey County Unified School District** (the "District") located at 8142 Moss Landing Road, Moss Landing, and California 95039.

Consultant and District agree as follows:

1. Engagement

District engages Consultant and Consultant accepts engagement, to provide consulting services to District in the following areas: Independent Educational Evaluation (IEE) for Autism Eligibility and Occupational Therapy.

2. Term01

Consultant will provide services to District on the projects generally described in Exhibit A attached to the Agreement beginning on December 02, 2021 through June 30, 2022 unless a written notice of intent to terminate is presented by either party, or at District's discretion, the contract is extended.

3. Place of Work

Consultant shall provide services through the Special Services office, located at 13994 Castroville Blvd., Castroville CA 95012, and at school sites throughout the District.

4. Time

Consultant's daily schedule and hours worked will be jointly scheduled with the Superintendent and compensation will be earned at the rate of the contractual agreement not to exceed \$6,000.00 for the total duration of the evaluation per the agreement (\$3,500 for the Autism eval and \$2,500 for the Occupational Therapy eval). Deviations from Work Schedule and resultant compensation will be made only with permission of District's Superintendent.

5. Tools, Supplies Outside Assistance

The Consultant shall have access to the District computer and telephone for the conduct of District. Disposable supplies and office equipment used exclusively for District purposes shall be made available to the consultant to avoid reimbursable expenses. Any other expenses shall be approved in advance by the Superintendent.

6. Commitment Authority

The Consultant shall have no authority to enter into contracts or agreements on behalf of District.

7. Confidentiality

During the term of the Agreement and thereafter the confidentiality provisions of the Agreement shall remain in full force and effect. Certain methodologies and work practices of the Consultant are proprietary in nature and any information regarding vendors, customers, or employees of District is considered confidential. Such information shall not be divulged, unless required by operation of law, without the written consent of the other party. Confidential information shall not include information that is disclosed by District or Consultant without restriction, becomes publicly available through no act of either party, or is received rightfully from a third party.

Consultant will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of the Agreement and could result in his termination.

8. Indemnity

Consultant shall defend and indemnify District, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages to persons or property arising from or connected with services rendered by and/or acts attributable to Consultant.

District shall defend and indemnify Consultant against all claims, regardless of form, arising from or connected with acts attributable to District, its officers, agents, or employees. Indemnification shall include all costs and expenses including attorney fees.

9. Fingerprint clearance

(District shall select paragraphs A or B below. To make the determination of whether there will be limited contact, District will consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others.)

A. ___ Contractor will have limited contact with District's pupils younger than 18 years of age. No fingerprinting will be required.

B. x Contractor will have more than limited contact with District's pupils younger than 18 years of age. Contractor shall obtain fingerprinting clearance for its employees who will have more than limited contact with District's pupils younger than 18 years of age prior to beginning work under this Agreement.

Contractor shall submit fingerprints for clearance, as required by District on the Fingerprinting Certification attached hereto as Exhibit "A," to determine that individuals working pursuant to this Agreement have not been convicted of a serious or violent felony and have no criminal charges pending for a serious or violent felony, as defined in Education Code section 45122.1.

Contractor shall complete the Fingerprinting Certification attached hereto as Exhibit "A" prior to providing Services. Contractor shall complete and provide to District an additional Fingerprinting Certification for each additional employee whom Contractor may later assign to provide Services under this Agreement prior to allowing such employee to provide the Services.

10. Rate of Pay

District shall compensate Consultant based on the rate of ~~\$6,000.00~~ for the total contractual agreement not to exceed the amount stated or for actual hours worked for the Work Schedule. Time will be submitted for one week increments and will be payable within 30 days following receipt of invoice. Consultant shall submit with invoices a detailed summary of services performed including dated of service, expenses incurred, if applicable, and compensation due under the agreement.

11. Expenses

District shall not be liable for any expenses incurred by the Consultant, unless pre-approved by District Superintendent or designee as reimbursable by mutual agreement.

12. Independent Consultant

Consultant is and throughout the Agreement shall be an independent consultant. Consultant shall not be entitled to receive any benefits normally provided to District's employees, including health insurance, paid vacation, or any other employee benefits. District shall not be responsible for withholding income or other tax form payments made to Consultant. Consultant shall be solely responsible for filing all returns, and paying income and social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to the Agreement.

Consultant states and affirms she is acting as a free agent, and independent consultant, maintains her principle place of business at her own address, and that the Agreement is not exclusive. Consultant may enter into any other contracts as Consultant sees fit providing that such contract does not interfere with any services that Consultant is currently providing the District or that might be deemed to be a conflict of interest with the bests interests of District.

13. Termination

The Agreement may be terminated by either party for any reason upon 15 day written notice. If District terminates, District shall compensate the Consultant for all services and documentation in progress. If Consultant terminates; all materials, documentation, and electronic media, pertaining to the Agreement, that are in Consultant's possession or under Consultant's control and that are District's property or related to District's business, shall be delivered to District by the end of a 5 day period after notice of termination is received. The parties shall deal with each other in good faith during the term of the Agreement, including the periods after notice is given.

14. Assignment and Delegation

Neither the Consultant's obligations under the Agreement nor District's duty to pay may be assigned or delegated to another without the written consent of the other party. In the event such assignment or delegation is made without such consent the Agreement shall be null and void.

15. Notices

All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To District:

Kari Yeater, Superintendent
8142 Moss Landing Road
Moss Landing, CA 95039

Mary Dawson, Assistant Superintendent
8142 Moss Landing Road
Moss Landing, CA 95039

PH: (831) – 633-3343
FX: (831) – 633-2937

To Consultant:

Attention: **Adriana San Millan**
School Psychology and Special Education Services, LLC
Address: **1115 Teresa Lane**
Morgan Hill, CA 95037

Email: adriana@sanmillinsped.com

15. Entire Agreement

The Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. The Agreement supersedes any prior written or oral agreements between the parties.

16. Amendment

The Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

17. Severability

If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Waiver of Contractual Right

The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

19. Applicable Law

The Agreement shall be governed by the laws of the State of California.

In witness whereof, the parties have executed the Agreement at

Representing District:

By: _____ Date: _____
Kari Yeater, Superintendent

Independent Consultant:

By: Adriana San Millan Date: 12/1/2021
Adriana San Millan

Exhibit A

North Monterey County Unified School District
Summary New Teacher and Related School Services Support
Scope of Consultant's Work

Objective:

To provide an Independent Educational Evaluation (IEE).

P.O. not to exceed \$6,000.00

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(Funding Account)

Alicia Hildebrand
Funding Administrator Signature



Adriana San Millan

SCHOOL PSYCHOLOGIST

CALIFORNIA CREDENTIALS

School Psychologist (Clear)
Administration (Clear, Level 2)
Special Education (Clear, Level 2)

LANGUAGES

100% fluent in English and Spanish

EXPERIENCE

17 years as a bilingual school psychologist, Special Education Director, and Special Education Teacher (preschool to 22 years of age, all with disabilities)

Author: "Introduction to Special Education - So My Child Has What?" (Spanish and English translations)

EDUCATION BACKGROUND

Master's Degree in School Psychology
National University
Master's Degree in Special Education
University of Phoenix.
Teaching Concept Understanding
Western Carolina University
Bachelor's in Psychology
UIA
Classroom Management
AWC
Differentiating Instruction
NNU

CONTACT DETAILS:

Home: (408) 456-7890
Mobile: (408) 706-4860
Email: adriana@sanmillansped.com
Website: sanmillansped.com
Address: 1115 Teresa Lane, Morgan Hill, CA

EMPLOYMENT HISTORY

School Psychologist/Special Educator/CEO

Adriana San Millan School Psychology and Special Education Services, LLC |
Jan 2012 - Present

Activities: Psycho-educational assessments, Manifestations, Functional Behavioral Assessments, Behavior Intervention Plans, threat assessments and lethality assessments, suicide crisis response, ERMHS Evaluations, Counseling, Compliance training, Audit support, CPI training. Crisis response and intervention including suicide prevention and self-harm intervention and prevention.

Special Education Director/District-Wide School Psychologist

North County Joint Union School District | Sep 2010 - Jan 2012

Administrative School Psychologist for all the students in the District and all the students placed outside the District.

Lead District through CDE Audit with findings 100% compliant.

In charge of all psycho-educational evaluations and all IEPs.

Coordinator of all Special Education services and part of the Student Study team for all students.

In charge of electronic classrooms and blended learning.

Special Education Director/District-Wide School Psychologist

San Pasqual Valley Unified School District | July 2009 - July 2010

K-12, serving all schools

Special Education Department Chair/Special Education SDC Teacher

Yuma Union High School District | Aug 2006 - July 2009

Supervisor: Mary Lynn Coleman, Assistant Superintendent (928) 502-4600

Rosy Figueroa, Human Resources (928) 502-4600

Middle School & High School Psychologist/Assistant Principal/Student

Services Coordinator

Westhill Institute | Aug 2002 - July 2006

Supervisor: Andrew Sherman/Silvia Gonzalez

President & CEO

Hispanic Target Media/My Radio | 1999 - 2007

In charge of directing Hispanic Target Media, the community connections, interviews, support, sales, production, client interaction and delivery of all products (ads and news) on air on time to broadcast daily while keeping excellent Public Relations with all parties.

Volunteer Work

Translations from English to Spanish and Spanish to English. Counseling in the hospital for burned children. Counseling with teenagers who suffer from drug and alcohol addictions. Sponsored free counseling and behavior summer camp. Sponsored food for standardized testing for all kids. Donated equipment for blind girl. Sponsored Hispanic Heritage Month. Contributed to the Morgan Hill Magical Bridge playground inclusive for all Disabilities.

Adriana San Millan School Psychology and Special Education Services, LLC

408-706-4860 • 1115 Teresa Lane, Morgan Hill, CA 95037 • sanmillansped.com



RATE SHEET FOR SCHOOL RELATED SERVICES: 2021-2022

IEE Rate Sheet

EVALUATION	RATE	PERIOD
Psycho-educational Assessment (English or Spanish) including Academic	\$6,990	per student
Speech and Language Evaluation	\$2,500	per student
Occupational Therapy Evaluation	\$2,500	per student
Assistive Technology Evaluation	\$2,950	per student
MEETING PARTICIPATION	RATE	PERIOD
School Psychologist IEP Attendance via Video Conference	#N/A	per IEP

Adriana San Millan School Psychology and Special Education Services, LLC

"We are a leading agency committed to strengthening and supporting individuals with disabilities and their schools by providing high quality services, building relationships, and improving lives in the community while demonstrating our values: caring and respect for all."