

**ALPINE COUNTY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT SERVICES**

THIS AGREEMENT is made and entered into this ninth day of July, 2019 between the Alpine County Unified School District, hereinafter referred to as "ACUSD" and Dr. Lisa Fontana, hereinafter referred to as "CONSULTANT".

1. SCOPE OF SERVICES

CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to ACUSD and CONSULTANT.

CONSULTANT services will include the following:

Mentor to Superintendent

2. PLACE OF PERFORMANCE.

The place(s) of performance will be:

Services will be delivered by phone or email consultation

3. PERIOD OF AGREEMENT

This Agreement is effective upon Board approval on July 9, 2019 and will be completed six (6) months from the effective date of this agreement.

4. CONTRACTOR

While performing the services herein, CONSULTANT is a contractor and not an officer, agent or employee of ACUSD. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.

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.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

5. PAYMENT

ACUSD agrees to pay CONSULTANT \$100.00 per hour transitional support for Superintendent.

- CONSULTANT will bill in increments of fifteen (15) minutes.
- A maximum of up to eight (8) hours per month will be billed by CONSULTANT

Payment to CONSULTANT will be made on the following schedule:

- The CONSULTANT will invoice ACUSD monthly with a breakdown of expenses and payment to be made within 30 days of receipt of the invoice.

6. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless ACUSD, its Board, officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of 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, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages to the property of the ACUSD, or loss or theft of such property, done or caused by such persons. The ACUSD assumes no responsibility whatsoever for any property placed on the premises. CONSULTANT further agrees to waive all rights of subrogation against the ACUSD. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the ACUSD or any of its agents or employees.

7. INSURANCE

CONSULTANT shall procure and maintain for itself and its employees all insurance coverages as required by Federal or State law, including workers' compensation insurance.

8. FINGERPRINTING

If ACUSD 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. – provide a list of fingerprinted employees.

9. ASSIGNMENT

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to ACUSD without the prior written approval of ACUSD.

10. WORK PRODUCT

CONSULTANT agrees that ACUSD 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.

This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

11. TERMINATION

Either party can terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days’ written notice of termination.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California with venue in Alpine County, California.

13. SEVERABILITY

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

15. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT’S proposal to ACUSD, shall constitute the entire agreement between the parties relating

to the services to be provided to ACUSD by CONSULTANT as specified in section 1.
This Agreement may only be changed by the parties' written mutual agreement.

Anna Lisa Fontana, PhD

Matthew Strahl, ACUSD, Superintendent

Date

Date

664 S. Hydra Avenue
Star, Idaho 63669

Alpine County Unified School District
43 Hawkside Drive
Markleeville, CA 96120