

INDEPENDENT CONSULTING AGREEMENT

This Independent Consulting Agreement (the “Agreement”) is made and is effective on **9/23/16**, between **Patricia Pena** (“Consultant”) and **North Monterey County Unified School District** (the “District”) located at 8142 Moss Landing Road, Moss Landing, 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:

- Supervision hours for a social work intern not to exceed 40 hours.

2. Term

Consultant will provide services to District on the projects generally described in Exhibit A attached to the Agreement beginning on 9/23/16 through 6/30/17 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 to District at its Castro Plaza Family Resource Center office, located at 10601 McDougall St. Castroville and at school sites throughout the District. The Consultant will be provided a work space to process documents and perform work required to assist District as described in Exhibit A.

4. Time

Consultant’s daily schedule and hours worked will be jointly scheduled with the Superintendent or designee. Deviations from Work Schedule and resultant compensation will be made only with permission of District’s Superintendent or designee.

5. Tools, Supplies Outside Assistance

The Consultant shall have access to a District computer and telephone for the conduct of District business only. 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 Assistant Superintendent of Educational Services.

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. ☐ 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 \$_____ per day or \$ 125 per hour for actual hours worked for the Work Schedule. Time will be submitted for two-week increments and will be payable within ten days following receipt of invoice. Consultant shall submit with invoices a detailed summary of services performed including dates of service 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 best 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

Attention: Kari Yeater

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

To Consultant:

Attention: _____
Address: _____

PH: _____
E-mail: _____

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: _____
Kari Yeater, Superintendent

Date: _____

Independent Consultant:

By: _____
Patricia Pena, LCSW

Date: _____

Exhibit A

North Monterey County Unified School District Summary Consulting Services Scope of Consultant's Work

Objective:

- To provide 40 hours of LCSW supervision hours and guidance to a CSUMB Social Worker Intern at Castro Plaza Family Resource Center in order to support homeless and foster students in NMCUSD.

Tasks:

- Collaboratively develop a learning agreement that meets the requirements of the CSUMB Social Work Department and the homeless and foster youth program at the Castro Plaza Family Resource Center.
- Provide at least 1 hour per week of mentorship and support to the Castro Plaza Family Resource Center's CSUMB Social Worker Intern at an agreed upon time and place or over the phone.

Scheduled Dates of Service: 9/23/16 - 6/30/17

P.O. not to exceed 40 hours or \$ 5,000

Encumber \$2,500 to above account								
Encumber \$2,500 to above account								

(Funding Accounts)

Funding Administrator Signature