

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this **1st** day of **July 2015**, between the Manhattan Beach Unified School District (“DISTRICT”) and **Patricia Jaffe**, (“CONSULTANT”).

1. SCOPE OF SERVICES

A. CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following:

- Provide day-to-day supervision and oversight of the MBUSD Human Resources Department, including department staff.
- Fulfillment of duties and responsibilities as outlined in the job description for Director of Human Resources, as appropriate.
- Assistance with recruitment and selection of a permanent human resources administrator.

2. REPORTS

☒ CONSULTANT shall provide reports as described below:

- Reports to Board of Trustees, Superintendent and/or the Superintendent’s Cabinet (as needed).

☐ No report is required.

3. PLACE OF PERFORMANCE.

The place(s) of performance will be:

MBUSD District Office and school sites as needed.

4. PERIOD OF AGREEMENT

This Agreement is effective July 1, 2015, and will be completed on or before June 30, 2016, inclusive.

5. INDEPENDENT CONTRACTOR

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. 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 any employees hired by CONSULTANT, or other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of **\$634.77** per day, plus reimbursement for applicable mileage, not to exceed a total of **\$5,000**. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise *in writing*.

Payment to CONSULTANT will be made on the following schedule:
Monthly.

CONSULTANT shall provide an invoice to DISTRICT on a monthly basis showing an accounting of hours worked.

7. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT, its 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, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the

8. INSURANCE

As a condition precedent to this Agreement, CONSULTANT shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A+ by A.M. Best Company:

- a. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.
- b. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

DISTRICT may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent.

The coverage and limits required hereunder shall not in any way limit the liability of the CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks hereunder.

9. FINGERPRINTING

Since the services provided by CONSULTANT may involve more than limited contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1.

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

12. WORK PRODUCT

CONSULTANT agrees that DISTRICT 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.

13. 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.

14. GOVERNING LAW

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

15. 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.

16. WAIVER

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT, shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section 1. This Agreement may only be changed by the parties' written mutual agreement.

Consultant Name:

Manhattan Beach Unified School District

Patricia Jaffe

Michael D. Matthews, Ed.D., Superintendent

Taxpayer ID no. or Soc. Sec. Number

Date

Street Address

Manhattan Beach Unified School District
325 S. Peck Avenue
Manhattan Beach, California 90266
310-318-7345

City, State, Zip Code

Date