

## INDEPENDENT CONTRACTOR AGREEMENT

This **AGREEMENT** is hereby entered into between the Mountain View-Los Altos Union High School District hereinafter referred to as "**DISTRICT**," and **Ascendancy Solutions, Inc.**, hereinafter referred to as "**CONTRACTOR**."

**WHEREAS, DISTRICT** is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of "special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required, and any persons who are highly and technically skilled in their science or profession; and

**WHEREAS, DISTRICT** is in need of such special services and advice; and

**WHEREAS, CONTRACTOR** is specially trained and experienced and competent to perform the special services required by the **DISTRICT**, and such services are needed on a limited basis;

**NOW, THEREFORE**, the parties agree as follows:

1. **Services to be provided by the Contractor:** With oversight from the Special Education Director, provide educational consulting as Technical Assistance facilitator for significant disproportionality, and administration services and support of Special Education Department in matters relating to the delivery of special education services in the district.
2. **Term.** **CONTRACTOR** shall commence providing services under this **AGREEMENT** on **July 1, 2020**, and will diligently perform as required and complete performance by **December 31, 2020**.
3. **Compensation.** **DISTRICT** agrees to pay the **CONTRACTOR** for services satisfactorily rendered and expenses pursuant to this **AGREEMENT** a total fee not to exceed **\$40,000.00**. This amount will not be exceeded without written authorization by the Associate Superintendent of Business of the **DISTRICT**.
4. **Invoicing.** **CONTRACTOR** shall submit an invoice, which lists the service to **DISTRICT** of the prior month. Said invoice shall be submitted to **DISTRICT** on or about the first day of each month during the term of this **AGREEMENT**. Upon verification of the invoice, **DISTRICT** agrees to pay same within thirty (30) days after receipt.
5. **Expenses.** **DISTRICT** shall not be liable to **CONTRACTOR** for any costs or expenses paid or incurred by **CONTRACTOR** in performing services for **DISTRICT**.
6. **Independent Contractor.** **CONTRACTOR**, in the performance of this **AGREEMENT**, shall be and act as an independent contractor. **CONTRACTOR** understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the **DISTRICT**, and are not entitled to benefits of any kind or nature normally provided employees of the **DISTRICT** and/or to which **DISTRICT's** employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. **CONTRACTOR** assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this **AGREEMENT**. **CONTRACTOR** shall assume full responsibility for payment of all federal, state, and local taxes, retirement contributions, and other contributions, including unemployment insurance, social security and income taxes with respect to **CONTRACTOR** and **CONTRACTOR's** employees.

7. **Materials.** **CONTRACTOR** shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this **AGREEMENT**, except as provided for in Paragraph 5. **CONTRACTOR's** services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
8. **Originality of Services.** **CONTRACTOR** agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the **DISTRICT** and/or used in connection with this **AGREEMENT**, shall be wholly original to **CONTRACTOR** and shall not be copied in whole or in part from any other source, except that submitted to **CONTRACTOR** by **DISTRICT** as a basis for such services.
9. **Copyright/Trademark/Patent.** **CONTRACTOR** understands and agrees that all matters produced under this **AGREEMENT** shall become the property of **DISTRICT** and cannot be used without **DISTRICT's** express written permission. **DISTRICT** shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the **DISTRICT**. **CONTRACTOR** consents to use of **CONTRACTOR'S** name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
10. **Termination.** **DISTRICT** or **CONTRACTOR** may, at any time, with or without reason, terminate this **AGREEMENT** and **CONTRACTOR** will be compensated only for services satisfactorily rendered to the date of termination. Written notice by **DISTRICT** or **CONTRACTOR** shall be sufficient to stop further performance of services by **CONTRACTOR**. Notice shall be deemed given when received by the **CONTRACTOR** or the **DISTRICT** or no later than three days after the day of mailing, whichever is sooner.
11. **Insurance.** Pursuant to Section 10, **CONTRACTOR** agrees to carry comprehensive general liability insurance with limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect **CONTRACTOR** and **DISTRICT** against liability or claims of liability which may arise out of this **AGREEMENT**. In addition, **CONTRACTOR** agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by **DISTRICT** shall be excess and noncontributory." No later than **August 17, 2020**, **CONTRACTOR** shall provide **DISTRICT** with certification of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. **CONTRACTOR** agrees to name **DISTRICT** and its officers, agents, and employees as additional insured under said policy. (Contact the Business Office to determine limits.)
12. **Assignment.** The obligations of the **CONTRACTOR** pursuant to this **AGREEMENT** shall not be assigned by the **CONTRACTOR**.
13. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the **DISTRICT** and shall be subject to the **DISTRICT's** general right of inspection to secure the satisfactory completion thereof. **CONTRACTOR** agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to **CONTRACTOR**, **CONTRACTOR's** business, equipment and personnel engaged in operation covered by this **AGREEMENT** or accruing out of the performance of such operations.

- 14. **Entire Agreement/Amendment.** This **AGREEMENT** and any exhibits attached hereto constitute the entire **AGREEMENT** among the parties to it and supersedes any prior or contemporaneous understanding or **AGREEMENT** with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the **AGREEMENT**.
- 15. **Affirmative Action Employment CONTRACTOR** agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 16. **Non-Waiver.** The failure of **DISTRICT** or **CONTRACTOR** to seek redress for violation of, or to insist upon, the strict performance of any term or condition of the **AGREEMENT**, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 17. **Notice.** All notices or demands to be given under this **AGREEMENT** by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this **AGREEMENT**, the addresses of the parties are as follows:

**DISTRICT:**  
 Mountain View Los Altos High  
 School District  
 1299 Bryant Avenue  
 Mountain View, CA 940404599

**CONTRACTOR:**  
 Ascendancy Solutions LLC  
 484 Lake Park Ave, #93  
 Oakland, CA 94610

- 20. **Severability.** If any term, condition or provision of this **AGREEMENT** is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 21. **Governing Law.** The terms and conditions of this **AGREEMENT** shall be governed by the laws of the State of California with venue in Santa Clara County, California.

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF July, 2020.

**DISTRICT:**  
 Mountain View-Los Altos  
 Union High School District

**CONTRACTOR:**  
 Ascendancy Solutions, Inc.

By: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 Signature

Mike Mathiesen, Assoc. Superintendent Bus. Svcs.  
 Name and Title

Mildred D. Browne, Administrative Liaison  
 Name and Title

83-3009841  
 Social Security or Tax Payer ID #