



**INDEPENDENT CONTRACTOR SERVICES
AGREEMENT: SCHOOL BUSINESS CONSULTING
SERVICES WHEELAHAN SCHOOL BUSINESS
CONSULTING**

This Independent Contractor Services Agreement (“Agreement”) is made and entered into effective July 1, 2020 (the “Effective Date”) by and between the Mountain View Whisman School District (“District”) and Ronald Wheelahan (“Consultant”).

1. **Scope of Work.** The Consultant’s “Scope of Work” is set forth in Exhibit A, which is incorporated herein and made part hereof by this reference. Consultant shall provide all of the services set forth in the Scope of Work according to the timelines set forth therein.
2. **Term.** This Agreement shall begin on the Effective Date, and shall terminate upon completion of the Scope of Work, but no later than June 30, 2021. There shall be no extension of the term of this Agreement without express written consent by the District and Consultant.
3. **Termination.** The District may terminate this Agreement by giving written 6 month notice to the Consultant. Such written notice shall be sufficient to stop further performance of services by Consultant after the 6 month period. In the event of termination prior to the end of the term of this Agreement, Consultant shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.
4. **Payment.** District agrees to pay Consultant at the rate set in Exhibit A. District shall reimburse Consultant’s travel expenses. Unless approved in advance by the District, total payment by District to Consultant shall not exceed \$50,000 per year. District agrees to pay Consultant within thirty (30) days of receipt of an invoice.
5. **California Residency.** Consultant is a resident of the State of California.
6. **Indemnity.** The District shall defend, indemnify, and hold harmless the Consultant and its agents, and employees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of district) arising out of or resulting from performance of this Agreement including, but not limited to; the Consultant’s completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the Consultant, its agents, employees, for any act, omission, negligence, or willful misconduct of the District or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. Insurance. Consultant shall secure and maintain in force during the term of this Agreement a comprehensive general liability policy using an occurrence policy.
8. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Consultant is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
9. Taxes. Consultant agrees that Consultant has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.
10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.
11. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
12. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court for Santa Clara County, California.
14. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Consultant, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:

Mountain View Whisman SD
Attn: Ayindé Rudolph
1400 Montecito Ave.
Mountain View, CA 94043

Consultant:

Wheehehan Business Consulting
Attn: Ron Wheehehan
51 E. Campbell Ave, Ste. 101-A
Campbell, CA 95008

15. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

16. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

17. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

18. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

19. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

**MOUNTAIN VIEW WHISMAN SCHOOL
DISTRICT**

**EduPhotoTech LLC
DBA WHEELAHAN SCHOOL BUSINESS CONSULTING**

By: _____
Name: Ayindé Rudolph
Title: Superintendent

By: _____
Name: Ronald Wheelahan
Title: Owner

Date: _____

Date: _____

Exhibit A
Scope of Work
2020-21

1. Facility and Bond Construction Programs

- *Monitor construction budgets developed by vendors
- *Assist in development of Measure T master budget
- *Work with Construction Manager and Architects
- *Assist in Monitoring of Projects
- *Regularly review construction budgets with CBO

Annual Rate: \$25,000

2. Business Office Coaching and Mentoring Services

- * Assist in developing District revenue generation proposals
- * Advise in costs savings measures in various departments
- * Research District issues as needed
- * Advise in Budget Development and Interim Reports
- * Advise in developing best Business Office practices and workflow

Annual Rate: \$25,000

*Limited on-site availability during social distancing and in the months of July, August and September. Annual rates will be billed at \$125 per hour. Contract not to exceed \$50,000.