

AZUSA UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement is made and entered into effective September 1, 2023 (the "Effective Date") by and between the Azusa Unified School District ("District") and DR Business Services Consulting, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services, as requested by the District: Contractor will provide staff training in best business practices, general financial planning and business services to District which may include but is not limited to the following: special projects, year-end closing of the books, business office assistance, training and mentoring of staff, budget development, interim reporting, development of financial strategies related to fiscal solvency, recommendations for board policy and department procedures, and other projects, as requested.
2. Contractor Qualifications. Contractor represents that he/she/they has/have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement. Contractor's qualifications shall be specified in attached vitae. Contractor is a Certified Chief Business Official with a Master of Arts Degree in Educational Administration/Leadership, and a Bachelor of Science Degree in Business Administration with an emphasis in Finance.
3. Term. This Agreement shall begin on September 1, 2023 and shall terminate upon completion of the scope of work, but no later than June 30, 2026. There shall be no extension of the term of the agreement without express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of services by Contractor. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination.
4. Payment. District agrees to pay Contractor, as follows: at the rate of \$200 per hour for work performed, travel time and expenses. Expenses are defined as actual, out-of-pocket expenses, such as lodging, supplies, express or overnight mail charges, (et cetera) and a meal stipend of \$75 per day. The District will be billed on a monthly basis for fees and expenses. The rate shall not be increased by the Contractor over the course of this Agreement. District agrees to pay Contractor within fifteen (15) days of receipt of an invoice. Payments shall be made payable to: DR Business Services Consulting, Inc.
5. California Residency. Contractor is a resident of the State of California in the city of Lake Elsinore, Riverside County.
6. Indemnity. The Contractor shall indemnify and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses arising out of or resulting from: performance of the contract by Contractor.
7. Insurance. It is agreed that Contractor shall secure and maintain in force during the term of this Agreement a comprehensive professional liability policy. Claim limits shall be \$1,000,000 per loss with an aggregate loss of \$1,000,000. A copy of the Certificate of Insurance for the Contractor's professional insurance policy shall be attached to this Agreement as proof of professional insurance.
8. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
9. Worker's Compensation Insurance. Contractor agrees to provide all necessary worker's compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
10. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor 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 Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
11. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens,

duties or obligations without the prior written consent of the District.

- 12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
- 13. 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.
- 14. 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.
- 15. 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 in Riverside County, California.
- 16. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, 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:

Contractor: Dawn D. Riccoboni

DR Business Services Consulting, Inc.

31890 Birchwood Dr.

Lake Elsinore, CA 92532

Superintendent, Chief Business Official or designee

- 17. 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. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Contractor 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.
- 18. 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.
- 19. 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.
- 20. 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.

DISTRICT

By: _____

Name: Latasha D. Jamal

Title: Assistant Superintendent, Business Services

Date: _____

CONTRACTOR

By:  _____

Name: Dawn D. Riccoboni, President

DR Business Services Consulting, Inc.

Date: August 30, 2023