Consultant Agreement

THIS AGREEMENT ("Agreement") is entered into, by and between the Novato Unified School District (NUSD), a California school district with its principle place of business at 1015 Seventh Street, Novato, California 94945 and Dr. Sam Oertwig ("Consultant"), an individual with her principle place of business located at 133 Laurel Bluff Drive, Macon, North Carolina 27551 and 919-619-7977.

WHEREAS NUSD desires to hire Consultant to provide services to NUSD and Consultant desires to render such services to NUSD,

THEREFORE, it is agreed as follows:

1. Services:

1.1 Consultant shall perform the work hereunder ("Services") described as follows in the Scope of Work attached.

1.2 Consultant agrees to devote a minimum of 6 days to performing the services consistent with this requirement. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit, except to the extent doing so causes the Consultant to breach Consultant's obligations under this Agreement or creates a conflict of interest.

1.3 Consultant understands that the Services must coordinate with NUSD's established protocols.

2. Consultant Obligations:

2.1 Consultant's Representations. Consultant represents that she has the qualifications and abilities to carry out the Services with due diligence, care and efficiency in a professional manner so as to promote the purpose of this Agreement, including performance of joint activities required to be performed under this Agreement. Consultant shall be solely responsible for the professional performance of the Services and shall receive no assistance, control, or supervision by NUSC. Consultant shall, in all professional matters, act as a faithful advisor to NUSD.

2.2 Conformity to Local Laws. Consultant shall conform in all respects with provisions of any federal, state, or municipal regulations, law, or ordinance.

2.3 Confidentiality. Consultant shall hold in strict confidence all information obtained in connection with this arrangement between the parties.

3. Payment.

3.1 Invoice. Consultant shall submit a written invoice upon completion of each coaching session. The Consultant shall not submit written invoices more often than once per month. NUSC shall make full payment to Consultant within thirty (30) calendar days after receipt of Consultant's written invoice.

3.2 Rate. Upon receipt of a written invoice as described below, NUSD shall remunerate Consultant for the Services described in Section 1 as described in the Scope of Work attached and actual travel expenses, including airfare, car rental, hotel, and per diem.

4. Expenses.

Consultant shall provide any tools or materials needed for the performance of the Services and shall be responsible for all expenses incurred in association with performance of the Services.

5. Relationship of the Parties.

Consultant enters into this Agreement as, and shall continue to be, an independent contractor. In no circumstances shall Consultant look to NUSD as her employer, partner, agent, or principal. Consultant shall not be entitled to any benefits accorded to NUSD's employees, including medical benefits, works' compensation, disability insurance, retirement plans, or vacation or sick pay.

6. Intellectual Property.

During the term of this Agreement, any works created by Consultant, within the scope of Services shall belong to the Consultant together with all associated copyrights and patents. The Consultant grants to NUSD a non-exclusive, irrevocable license to use, modify, reproduce, release, perform, display, or disclose the copyrighted work for the duration of this agreement within Marin county. Consultant shall not publish any aspect of the work performed hereunder without prior written consent of NUSD.

7. Termination.

This Agreement shall be effective until terminated by either party. This Agreement may be terminated by mutual written agreement at any time during the term of the Agreement or it may be terminated by either party by giving 30 days written notice to the other party. In addition, if one of the parties materially breaches any of its obligations under this Agreement, the nonbreaching party may terminate the Agreement by giving written notice, which shall be effective upon receipt by the other party. Upon termination of this Agreement, the Company shall compensate Consultant for all services performed prior to the effective date of termination and shall reimburse Consultant for all expenses incurred

prior to the effective date of termination. Therefore, the parties shall owe no further obligations to each other except as provided in this Agreement.

8. Governing Law.

This agreement is governed by the laws of the State of California, without effect to conflicts of law.

9. Arbitration.

All disputes between the parties, relating in any way to this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("Arbitrable Claims") shall be resolved by arbitration before a neutral arbitrator.

10. No Assignment By Consultant.

No part of this Agreement shall be assigned by the Consultant without prior written consent of NUSD, and any attempted assignment without such consent shall be null and void.

11. Entire Agreement.

The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this exclusive statement of terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceedings involving this Agreement.

12. Amendment: Waiver.

This Agreement may not be amended or modified except by a prior written agreement signed by NUSD and Consultant. No failure to exercise and no delay in exercising any righ under this Agreement shall operate as a waiver thereof.

13. Severability.

If any provision of this Agreement, or its application to any person, place, or circumstance is held by an arbitrator or a court of law to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

14. Indemnification.

Consultant shall indemnify, defend, and hold harmless NUSD, its trustees, special master, officers and employees from any and all claims, demands,losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiency, including interest, penalties, and reasonable attorney fees and costs, that NUSD may incur or suffer as a result from, or

in relation to, Consultant's negligence or any breach or failure of Consultant to perform any of her duties under this Agreement.

15. Notice.

Any notice required by this Agreement shall be deemed properly given if sent by certified mail, postage prepaid, as follows:

If to NUSD:

Amie Carter
Novato Unified School District
1015 Seventh Street
Novato, California 94945

If to Consultant:

Dr. Sam Oertwig
133 Laurel Bluff Drive
Macon, NC 27551

NOVATO UNIFIED SCHOOL DISTRICT

APPROVED AND SIGNED BY:

_____ _____

Superintendent or Designee Date

CONSULTANT

APPROVED AND SIGNED BY:

_____ _____

Consultant Date

Person Providing Services

Dr. Sam Oertwig
133 Laurel Bluff Drive
Macon, NC 27551
sam.oertwig@unc.edu

Organization Receiving Services

Novato Unified School District
1015 Seventh Street
Novato, California 94945
Phone: 1 (415) 897-4269
Contact: Amie Carter

Scope of Work

Dr. Oertwig will work with the Novato Unified School District to support and help strengthen a comprehensive approach to PreK-5th education. Dr. Oertwig's responsibilities include:

April 2020

- 4 days of EduSnap data feedback
- 1 day meeting with leadership of four schools for data review and action planning

Project Period

This scope of work is for the period beginning August 1, 2019 and ending May 31, 2020.

Budget

• Dr. Oertwig's fee	$13,750	5 days at $2750/day
• Travel (approx.)	$ 2,500	1 trip (estimate)
TOTAL	**$16,250**	