



Sherman Garnett & Associates
1747 N. Coolcrest Avenue
Upland, CA 91784
Tax ID # 46-279-2164
Phone: (909) 223-5561 FAX: (909) 946-8066

Agreement for Consultant Services

The following is an Agreement by and between Novato Unified School District and Sherman Garnett & Associates.

RECITALS

- A. The District requires the services of a professional Trainer in the areas of Student Discipline, Student Records, Attendance and Section 504.
- B. Sherman Garnett & Associates, is available, and offers to provide services necessary to accomplish the work within the required time.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions and District and Trainer, Sherman Garnett & Associates, hereby agree as follows:

- A. TERM of this agreement shall commence on the morning of October 16, 2019 and end during the afternoon of October 17, 2019
- B. **TRAINER AGREES:** To perform in a competent and professional manner the following services, as needed and requested by the District: **training on Student Discipline, Student Records, Attendance and Section 504**
- C. **DISTRICT AGREES:** To pay \$3000.00 Trainer fee which includes transportation and lodging from Upland, CA to Novato, California. All invoices for services must be submitted to the District within 30 calendar days after services are performed by Sherman Garnett & Associates. Subject to and upon approval of District, payment of invoices shall be made within 60 days after Sherman Garnett & Associates submits invoices and any other requested documentation. For purposes of this Agreement, "payment" shall mean the act of depositing checks in the United States Postal Service mail for deliver to Sherman Garnett & Associates.
- D. **DISTRICT OWNERSHIP:** All data and information provided for and/or used by Trainer shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute "works made for hire" by or for the District and the District will be the "author" of all such reports under applicable copyrights laws. District may purchase manuals to be used by the trainer in a separate transaction @ \$45.00 each for the Discipline Manual and \$45.00 for the Student Records Manual.
- E. **CONFIDENTIALITY:** The confidentiality provisions of the Agreement will survive

and remain in full force and effect beyond the termination or expiration of this Agreement. Trainer agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observation, documentation or otherwise (collectively, "Confidential Information"), in strict confidence and shall not without prior permission of the District disclose any Confidential Information. Trainer agrees that it shall not at any time or in any manner, either directly or indirectly, use any Confidential Information for Trainer's own benefit. A violation of this Section shall be a material violation of this agreement.

If it appears that the Trainer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the District shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such Confidential Information. The District may also pursue any other remedies at law or equity, including a claim for loss and damages.

- F. TERMINATION:** This agreement may be terminated by the parties upon receipt of ninety days prior written notice sent to the following addresses of Trainer or District:

District: Novato USD
1015 7th St.
Novato, California 94945

Trainer: Sherman Garnett & Associates
1747 N. Coolcrest Avenue
Upland, CA 91784

- G. INDEPENDENT CONTRACTOR STATUS:** Sherman Garnett & Associates states and affirms that it is acting as a free agent and independent trainer, maintains the principle place of business at own address, and that this Agreement is not exclusive. Sherman Garnett & Associates as an independent contractor is responsible for accomplishing the result required herein, and District shall not be liable to Sherman Garnett & Associates for any payments, benefits, loss, costs, expenses, or injury or damages to Trainer's person, or property, except District's liability to Sherman Garnett & Associates for compensation for services performed herein. Neither Sherman Garnett & Associates nor any of its agents or employees shall be entitled to any benefits provided to District's employees, including health insurance benefits. Sherman Garnett & Associates is and shall be solely responsible for its own taxes and tax filing and payments or withholdings, including without limitation income taxes or social security. A 1099 tax form will be provided to Trainer for services rendered.

Sherman Garnett & Associates

Date

Agency

Representative

Date