



**NAPA VALLEY UNIFIED SCHOOL DISTRICT
CONTRACT FOR CONSULTANT SERVICES**

The **NAPA VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter "District", and **Chrystal Rose Spadaccino**, hereinafter "Contractor", do hereby agree as follows:

1. **Description of Service:** The Contractor will provide the following service: **Chrystal Rose Spadaccino, who holds a teaching credential and BA from Georgia and writes and implements the science, botany, nutrition and garden science at Connolly Ranch, will support teachers and students in learning Enrichment extension in the above science areas based on the Next Gen Standards. This will allow our 520 students a hands on science experience to support core science in the classroom. She will work with all students K-5. Not to exceed \$17,000 and/or Max hours 517 - Approx 12-15 per week.**
2. **Term of Agreement:**
Consultant work will commence beginning **8/14/19** and be completed by **6/5/20** but in no event later than **6/5/20**.
3. **Compensation:**
The district will pay for services rendered on:
(a) A fixed fee basis of:
(b) A time and expense basis of:
(c) A total cost basis not to exceed: **\$29.98 Enrichment rate not to exceed \$17,000.00 / Max hours: 517 incl. benefits**
4. **Expenses:**
Description and amount of any costs in addition to compensation: **None**
5. **Method and Times of Payment:** **Contractor will fill out a monthly timesheet/EWA**
6. **Performance:**
List specific persons or profession classifications that will perform work: **Chrystal Rose Spadaccino**
7. **District Contract Administrator:** **Frank Silva**
8. **Funding Source and Account:** **BV Parent Club / 01-9420-0-1110-1000-2157-259-0025**
9. **Contract Documents:**
This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments.
10. **State Retirement**
Are you retired from STRS / PERS ☐ Yes ☒ NO If yes, date _____ n/a _____

AGREED TO AND SIGNED THIS

DAY OF **5/28/19**, 2019.

Signature

Signature

Chrystal Rose Spadaccino
221 12th Street
Vallejo, CA 94590
707-771-6723

Contract Administrator:

Social Security or IRS Tax ID No: 140-86-7580

| Contracts over \$1000 and all categorically funded contracts must receive the following approvals: | | Date |
|--|-------|-------|
| Assistant Superintendent or Director: | _____ | _____ |
| Assistant Superintendent, Human Resources: | _____ | _____ |
| Board Approval: | _____ | _____ |

Original Contract Administrator

Copy Accounting

Copy Contractor




NAPA VALLEY UNIFIED SCHOOL DISTRICT

GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

| | |
|--|---|
| DISTRICT: Napa Valley Unified School District 2425 Jefferson Street Napa, CA 94558 | CONSULTANT: Chrystal Rose Spadaccino 221 12th Street Vallejo, CA 94590 707-771-6723 |
|--|---|
6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
13. **NO THIRD PARTY BENEFICIARIES:** There are no intended thirdparty beneficiaries of this Agreement.
14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.


 Contractor

5/28/19
 Date

The University of Georgia

The Franklin College of Arts and Sciences

herby confers upon

Christal Rose Spadaccino

the degree of

Bachelor of Fine Arts

Art/Art Education

Cum Laude

together with all the rights, privileges and honors appertaining thereto in consideration of the satisfactory completion of the course prescribed by the Faculty of this University.

In Testimony Whereof we have hereunto affixed the seal of the University and the signatures of the officers thereof.

Given at Athens, Georgia on this fourteenth day of December, 2012.

Henry M. Hatcher
Chancellor of the University System

for Hatcher
President and Secretary of the Faculty



Michael F. Adams
President of the University

Alan T. Avery
Dean

Chrystal Rose Spadaccino

221 12Th St. Vallejo, CA

707-771-6723

goldenaurodesigns@gmail.com

Education

Bachelor of Fine Arts, Art Education

University of Georgia, Athens, GA, 2012, Cum Laude

Work Experience

Connolly Ranch, Napa, CA

Teacher, May 2017-Present

Teach and write outdoor education, culinary arts, nature arts and environmental science curriculum

Maintain, organize and keep inventory of the kitchen

Tend and assist in the upkeep of gardens

Galileo Learning, Oakland, CA

Assistant Camp Director, Lead Instructor, June 2014-August 2016

Supervised a crew of 14, break schedules, employee summaries, counseling

Taught student management and team building

First aid, contact and customer service for parents

Boys and Girls Club, Martinez, CA

Teacher, Volunteer, January 2015 - June 2015

Taught a weekly class in culinary arts

Wrote and implemented curriculum

Shopping, inventory and grant research for curriculum

Phillips Family, Athens, GA

Nanny, January 2008 - April 2013

Shopping, meal planning, cooking for the family

Cleaning and home maintenance

Caregiver for teenage children

International VHQ, Costa Rica

Teacher, August 2010

Brought food and supplies to impoverished village children

Painted a mural on the community center

Taught English and Art

Student Teaching

Burney Harris Lyons Middle School, Athens, GA, August-October 2012

Taught eight classes a day Wrote and implemented lesson plans

Jefferson Elementary School, Jefferson GA, October-December 2012

Taught six classes a day Wrote and implemented lesson plans

* Currently Board Approved this year
and working at Browns Valley
8/18 - 6/19