

# INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated this 7th day of April, 2022, by and between Manjeep G Mulsaney MGM, hereinafter referred to as "Contractor", and the Norwalk-La Brea Unified School District, hereinafter referred to as "District"

WHEREAS, the District is in need of special services and advice in financial, engineering, educational, or administrative matters; and

WHEREAS, the Contractor is specially trained and competent to provide the special services and/or advice required; and

WHEREAS, such services are needed in a limited basis

NOW, THEREFORE, the parties hereto agree as follows:

## Contractor initial Section 1, 2, and 4.

1. MGM SERVICES TO BE PROVIDED BY CONTRACTOR: In-Service Training for NLMSUD Nutrition Services Department. Topic - Creating the New Normal: Customer Service as outlined in the attached proposal dated 4/7/2022.
2. MGM The Contractor will commence providing services under this AGREEMENT on July 1, 2022, and will diligently perform, as required, and complete performance by June 30, 2023. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result to be accomplished.
3. The District will prepare and furnish to the Contractor, upon request, such information as is reasonably necessary to the performance of this AGREEMENT.
4. MGM The District shall pay the Contractor the total amount of \$7,500.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board of Education, completion of service, and submission of an invoice to the District thirty (30) days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time, for any reason terminate this AGREEMENT and compensate Contractor only for services to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its Governing Board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, expense or cost of any nature whatsoever, which may be incurred:
  - a. For death or bodily injury to person, injury to property, or any other loss, damage or expense sustained, arising from, in connection with or in any way related to the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

The Contractor, at Contractor's expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on

any such claim, demand, loss, damage, expense (including attorney fees), cost or liability and shall pay or satisfy any judgment that may be rendered against the District its officers, agents or employees in any action, suit, or other proceedings as a result thereof.

7. This AGREEMENT is not assignable without written consent of the parties hereto.
8. This Agreement supersedes and replaces any other existing agreement between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreements, representations, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been and are merged, integrated into and superseded by this Agreement.
9. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances including workers' compensation. If Contractor is an employee of another public agency, Contractor certifies that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT, dated 4/7/2022, to be executed.

**CONTRACTOR:**

Signature *MGM*  
Title President/CEO  
Company Name dba MGM + Associates, Inc  
Address 16026 S. 36th St  
Phx, AZ 85048  
Phone Number (480) 280-6776

**DISTRICT:**

Signature \_\_\_\_\_  
Assistant Superintendent, Business Services  
Norwalk-La Mirada USD  
12820 Pioneer Boulevard  
Norwalk, California 90650  
(562) 868-0431

Date approved by the  
Board of Education \_\_\_\_\_

**FUNDING SOURCE(S)**

Fund	Resource	Proj. Yr.	Goal	Function	Object	Site	Location	Mgr. Rpt.	Cost Ctr.	\$
13.0	5310	0	0000	3700	5850	79	00	00	0000	100
							00	00	0000	
							00	00	0000	

The above services are being contracted to meet the specific needs of the N/A funded program, N/A component, activity N/A, project page N/A.

Revised July 2021



CONGRATULATION LETTER: 7 April 2022

TO: Anna Agnew - Climate Consulting Services  
Attn: Heather Dwyer

## CONGRATULATIONS Anna..

...You have chosen MGM...Maureen G. Mulvaney as your Back-to-School Speaker!! You'll be delighted with the impact MGM will have on your Norwalk-La Grange USD Nutrition Services participants

### To Enable Us To Serve You Better:

#### 1. COMPLETE THE ORGANIZATION BIOGRAPHY

Although MGM has spoken to numerous groups similar to yours, ALL information provided by YOU will enable MGM to more effectively reach your group. Please include anything that will help MGM know your participants. The more information we have, the more tailored the program.

2. COMPLETE & Return the AGREEMENT, Addendum & Organization Biography (Sign & Date):  
(a) AGREEMENT, (b) ADDENDUM (c) DEPOSIT (d) ORGANIZATIONAL BIO with TRAVEL DIRECTIONS.

#### 3. SUMMARY OF FINANCIAL AGREEMENT:

MGM'S 2022 SPEAKING FEE: \$7,500.00

Travel Expenses: Inclusive

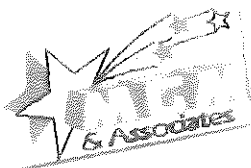
**Requested Deposit (50% of Total): \$3,750.00**

(To Request a Deposit Waiver, Call MGM 480-280-6776c)

A Completed, Signed and Returned AGREEMENT, ADDENDUM, and Organization BIO will SECURE  
**Monday / 8 August 2022**

MGM and staff look forward to serving you. Questions, Call 480-280-6776c. We'll happily assist you.

Thank YOU for Your Business,  
Susan Abernathy (email signature)  
Susan Abernathy, Vice President Marketing - MGM & Associates, INC



\*Maureen G Mulvaney, MGM  
\*480-280-6776c \*16026 S 36th St Phoenix, AZ 85048-7322  
\*www.MGMSuperStar.com \*www.MGMSuperStar.com

## Speaking Engagement Contract Agreement

Speaker: Maureen G. Mulvaney, MGM

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Client - Please Complete Highlighted Area Items

Speaker:	Maureen G. Mulvaney MGM & Associates, INC 16026 S. 36th Street Phoenix, AZ 85048-7322 Email: mgm@mgmsuperstar.com Phone: Cell: 480-280-6776
Client - Contractor:	'Anna Apoian - Director Norwalk La Mirada USD Nutrition Services
EVENT:	Norwalk La Mirada USA Nutrition Services Back-to-School
Day & Date:	Monday / 8 August 2022 Please Hand 'Referrals' to MGM on the Day of Program (See Addendum Items)
Presentation Title:	Creating the New Normal: 'Customer Service for Kids'
Presentation Type:	Back-to-School General Session
Financial Investment:	\$7,500.00 Speaker Fee \$ 0.00 Inclusive Travel & Expenses \$7,500.00
	CLIENT: PLEASE FILL IN ALL ITEMS BELOW
Client: COMPLETE THIS SECTION	Length of Presentation: _____ NUMBER of Hours
	Times of Presentation: _____
	Approximate # of Participants: 1) _____ 2) _____
Optional: Additional Information You'd Like MGM to Know:	
In Case of Emergency:	(In Case of Emergency) Your Cell /Home Phone: _____ Staff-Cell/Home Phone: _____
Location of Engagement:	Venue Name: _____ Address: _____ Direct Phone: _____ Please Send a Final Agenda or Program

## Speaking Engagement Agreement

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\*Maureen G Mulvaney, MGM

\*MGM@MGMSuperStar.com \*www.MGMSuperStar.com

\*480-280-6776c \*16026 S 36th St Phoenix, AZ 85048-7322

**Deposit:** A 50% deposit is requested to hold and confirm the date. Balance of fee is due on or before Presentation Date. Invoice for expenses will be mailed after the program. Upon receipt of billing, (2) (FNU) (2) REQUESTED TO FORWARD CHECK WITHIN FIVE WORKING DAYS. Please make checks payable to dba MGM & ASSOCIATES (Federal Tax ID # 86-0653054).

**AV Requirements:** MGM Brings Her Own MAC Computer with VGA Adaptor for Projector. MGM Requests: Projector with SOUND Connections, Screen Large enough for entire Audience, & Hand-held or Wireless Microphone. See Attached AV Equipment Needs for Entire AV List.

**Cancellation:** DUE TO A HEAVY SPEAKING SCHEDULE, A CANCELLATION, OTHER THAN ACT OF GOD, CAUSES A LOSS IN INCOME. THEREFORE, WE HAVE FOUND IT NECESSARY TO INCLUDE THE FOLLOWING CANCELLATION CLAUSE

If Cancelled In Less Than:	% OF FEE AND EXPENSES
120-360 DAYS PRIOR	0%
90-119 DAYS PRIOR	50%
60-89 DAYS PRIOR	75%
LESS THAN 60 DAYS PRIOR	100%

Verification of cancellation shall be by telephone, followed by a written letter to the address below within five days thereafter.

**Recording Devices:** NO RECORDING DEVICES of any kind are to be used during the presentation without the express, written, prior permission of Maureen G. Mulvaney. Recorded audio programs & books for participants shall be available at the program for those desiring to purchase same. Substantial discounts are available for video / audio programs and books purchased prior to the program by the organization for the entire group.

**Addendum Items:** Contractor understands that MGM was able to offer a Significant Discounted Speaker Fee in Exchange for the Addendum Items Listed below.

By signing MGM's Speaking Engagement Agreement, and based on mutual consideration, I hereby understand and agree to the above conditions as listed.

*Maureen G. Mulvaney* (Email ~~OK~~ ed)

Maureen G. Mulvaney  
Keynote Speaker, dba: MGM & Associates, INC

4/7/2022

4/7/2022

Date

Annex Apolani- Director Nutrition Services

Date

### **TRAVEL FORM: Fill Out & Return**

\*Maureen G Mulvaney, MGM

\*MGM@MGMSuperStar.com \*www.MGMSuperStar.com

\*480-280-6776c \*16026 S 36th St Phoenix, AZ 85048-7322