

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2017, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as “District,” and Principled Leadership Solutions, hereinafter referred to as “Consultant”.

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Consultant to provide facilitation services and training regarding labor management relationships.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Consultant upon the terms and conditions set forth, and the Consultant hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement shall be from July 1, 2017 through June 30, 2018, unless terminated earlier pursuant to Section 13.
2. **SCOPE OF WORK:** As directed by the District, the Consultant agrees to the following:
Consultant shall provide the following services:
 - a. Consultant will provide facilitation services and training regarding labor management relationships with Perris Union High School District Administration, the negotiation team and representatives for the Perris Secondary Educators Association, the negotiation team and representatives for the California School Employee Association, and the Site Relationship Council (SRC).
3. **DISTRICT DESIGNEE:** Consultant shall provide its Services to Nick Hilton, Director of Human Resources, who is the District’s designee in this matter (“District’s Designees”). All Services shall be subject to the approval of District’s Designees.
4. **EXPENSES:** Consultant agrees and understands that some travel may be required, at Consultant’s expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Consultant shall not invoice the District for travel time from home office to a District location.

The Consultant shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the

ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

5. **SUBCONTRACTORS**: Consultant shall not hire any subcontractors, employees, or other personnel needed to provide the Services for this agreement. All Services must be provided solely by the Consultant.
6. **INDEPENDENT CONTRACTOR**: It is expressly understood and agreed to by both parties hereto that the Consultant is an independent contractor and is not an officer, agent or employee of the District. Consultant shall determine the means, method and details of providing the Services. Subject to this Agreement, Consultant retains the right to provide similar or different Services for others during the term of this Agreement.
7. **ASSIGNMENT**: Consultant shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.
8. **CONFIDENTIALITY**: Consultant and all personnel designated by Consultant to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services. This requirement shall extend beyond the effective termination or expiration date of this Agreement.
9. **EXECUTION OF CONTRACT**: Consultant shall not commence providing Services under this Agreement until all requirements of the agreement have been fulfilled and the agreement has been fully executed by both parties.
10. **INDEMNIFICATION**: Consultant agrees to save and hold harmless District or any of its departments, agencies, officers or employees from all sums which District or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by Consultant or any person employed by him/her or of any others for whose acts Consultant is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney fees.
11. **FEE**: For Services provided under the Agreement, the District will pay Consultant \$800.00 per full-day session, not to exceed \$20,000.00.
12. **CONDUCT**: Consultant shall provide all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Consultant represents and warrants that they have sufficient skill and experience to perform the Services assigned to them.

13. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Consultant. Said notice shall be in writing and shall be delivered to the addresses listed for the Consultant. Consultant may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.
14. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.
15. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.
16. **PERMITS & LICENSES:** Consultant shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services.
17. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
18. **COMPLIANCE:** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with providing the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
19. **RECORDS:** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

20. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Consultants' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Consultant shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Consultant shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.
21. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations.
22. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below:

CONSULTANT:

Principled Leadership Solutions

Type or Print Consultant's Name

Consultant's Signature

Date

38361 Nasurtium Way

Consultant's Address

Palm Desert CA 92211

City State Zip

760 831-0565

Phone Fax

lingubman@aol.com

Consultant's Email Address

DISTRICT:

Type or Print District Approver's Name

District Approver's Signature

District Approver's Title

Date