

**PERRIS UNION HIGH SCHOOL DISTRICT**

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 15th day of February, Enter 2017, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and Rhonda Hensley hereinafter referred to as "Consultant".

**WITNESSETH:**

WHEREAS, it is the desire of the Governing Board of the District to contract with Consultant to provide Fiscal management and Accounting services.

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 for a period commencing February 28, 2017, and terminating September 30, 2017, unless terminated earlier pursuant to Section 13.
2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement; **N/A**
3. **SCOPE OF WORK:** As directed by the District, the Consultant agrees to provide training and support for accounting personnel, develop and implement accounting policies and procedures, create accounting procedure manuals, work with district and site staff to improve accounting workflow processes, and assist with budget and fiscal reports as needed.
4. **DISTRICT DESIGNEE:** Consultant shall provide its Services and Products to Candace Reines, Assistant Superintendent of Business Services, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.
5. **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.
6. **SUBCONTRACTORS:** Consultant shall not hire any subcontractors.
7. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, 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 and/or the Products. Subject to this Agreement, Consultant retains the right to provide similar or different Services or Products for others during the term of this Agreement.
8. **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.
9. **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 and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.
10. **INDEMNIFICATION:** Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to

any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

11. **FEE:** For Services and Products provided under the Agreement, the District will pay Consultant \$75.00 per hour, not to exceed \$50,000.

12. **CONDUCT:** Consultant shall provide all Services and Products 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 all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products 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. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

17. **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.

18. **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. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

19. **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 above:

**CONSULTANT:**

\_\_\_\_\_  
Type or Print Consultant's Name

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant's Address

\_\_\_\_\_  
City                      State      Zip

\_\_\_\_\_  
Phone                      Fax

\_\_\_\_\_  
Consultant's Email Address

**DISTRICT:**

\_\_\_\_\_  
Type or Print District Approver's Name

\_\_\_\_\_  
District Approver's Signature

\_\_\_\_\_  
District Approver's Title

\_\_\_\_\_  
Date