

## **AGREEMENT FOR SPECIAL SERVICES**

This is an Agreement between the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of October 1, 2020.

### **RECITALS**

**WHEREAS**, the Client needs financial, economic, and administrative assistance regarding provisions of school finance, budgetary development, collective bargaining, and management information services; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

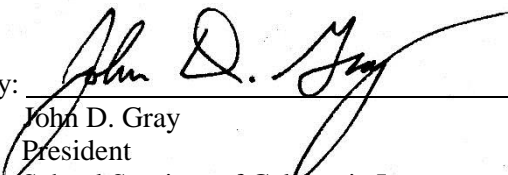
1. The Consultant agrees to perform such duties relating to collective bargaining, financial and budgetary questions, and issues relating to personnel practices of compensation as required by the Client to the Consultant as recited in Item 2 of this Agreement.
2. The Client agrees to pay the Consultant for services rendered under this Agreement, the sums according to the following schedule. Such payments shall be payable on the last day of each month that this contract is in existence, or as soon thereafter as is feasible:
  - a. The sum of \$500 per month, plus expenses, for the period of October 1, 2020, through September 30, 2021, for a schedule of service to the Client of four hours per month.
  - b. The sum of \$310 per hour, plus expenses, for services in excess of four hours per month.
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site. At the Consultant's option, Research Assistant services shall be charged at the rate of \$210 per hour and time spent by support staff to prepare reports shall be charged at the rate of \$155 per hour for each hour of service.
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, printing and duplication.
3. This Agreement shall be for the period commencing October 1, 2020, and terminating September 30, 2021. It may be modified or terminated at any time prior to September 30, 2021, by either party on 30 days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
4. The Consultant agrees to, and shall hold harmless and indemnify the Client, its officers, agents, and employees from every claim or demand made, and every liability or loss, damage, or expenses of any nature whatsoever which may be incurred by of:

- a. Liability for damages of death or bodily injury to person, injury to property, or any loss or damage of expense sustained by the Consultant or any persons, firm, or corporation employed by the Consultant upon or in connection with 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 Client, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property sustained by any persons firm, or corporation, including the Client, arising out of, or in any way connected with the services conferred by this Agreement, whether said injury or damage occurs either on or off school district property. Except for liability for damages which result from the sole negligence or willful misconduct of the Client, its officers, employees, or agents.
6. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not and employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

By: \_\_\_\_\_  
Tim Holcomb  
Assistant Superintendent/COO  
Newport-Mesa Unified School District

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
John D. Gray  
President  
School Services of California Inc.

Date: August 13, 2020