AGREEMENT FOR
CONTRACTED SERVICES
BETWEEN
DUARTE UNIFIED SCHOOL DISTRICT AND
SCHOOL BUSINESS INC

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this October 15, 2026, by and between the **DUARTE UNIFIED SCHOOL DISTRICT** ("District") and **SCHOOL BUSINESS INC** ("Company") (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Company.** Company is operated by a professional who is experienced in providing fiscal related services.

2.2 **Project.** The District aims to enlist the services of the Company to assist with fiscal related services, as outlined in Exhibit "A".

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term**.

(a) General Scope of Services. The Company promises and agrees to furnish labor, materials, services, and customary work necessary to supply fiscal related services, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term**. The term of this Agreement shall be from October 15, 2026 until June 30, 2027, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 **Responsibilities of The Company.**

(a) Control and Payment of The Company and its Subordinates. District retains the Company on an independent contractor basis and the Company is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of the Company shall at all times be under the Company's exclusive direction and control. The Company shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Company shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor

Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide the Company with a copy of the prevailing rates of per diem wages. The Company shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. Deliverables prepared by the Company specifically for the District under this Agreement ("District Deliverables") are subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District; provided, however, that the Company retains all right, title, and interest in and to its Pre-Existing Materials (as defined in Section 3.6(e)), whether developed before or during the term of this Agreement.

(c) Coordination of Services. The Company agrees to work closely with District staff in the performance of Services and shall be available to District's staff, the Company and other staff at all reasonable times.

(d) Insurance. The Company shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(i) Time for Compliance. The Company shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, the Company shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. The Company shall, at its expense, procure and maintain insurance for the duration of this Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage which is appropriate to the Company's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. The Company shall maintain limits no less than: (1) *Professional Liability:* $1,000,000 per occurrence.

3.4 **Fees and Payments.**

(a) Compensation. The Company shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. The Company may be reimbursed for expenses authorized by the District.

(c) Payment of Compensation. The Company shall submit to District an invoice or statement which indicates work completed and hours of Services rendered by the Company. District shall pay the Company within a reasonable time and in accordance with this Agreement.

3.5 **Maintenance of Accounting Records.**

(a) Records. The Company shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. The Company 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. The Company shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement. Notwithstanding the foregoing, the District's audit, examination, and copying rights under this Section do not extend to the Company's Pre-Existing Materials, including underlying source code, formulas, macros, models, templates, and methodology, which shall remain the Company's confidential and proprietary property.

(b) Data Security. The Company agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure or acquisition by an unauthorized person.

3.6 **General Provisions**.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost.

(b) Termination of Agreement.

(i) Termination. The District or the Company may, by written notice to, terminate the whole or any part of this Agreement at any time and without cause by giving a minimum thirty (30) day written notice of such termination, and specifying the effective date thereof. Upon termination, the Company shall be compensated only for those services which have been rendered to District, and the Company shall be entitled to no further compensation.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require the Company to provide all finished or unfinished District Deliverables, data, documents, and reports prepared by the Company specifically for the District in connection with the performance of Services under this Agreement. The Company's Pre-Existing Materials, including programming source code, formulas, macros, models, templates, and methodology, are expressly excluded from this handover and remain the Company's property, subject only to the internal-use license granted in Section 3.6(e). The Company shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

COMPANY:
SCHOOL BUSINESS INC
1968 S. Coast Hwy #4553
Laguna Beach, CA 92651
Or
mark@schoolbusinessinc.com

DISTRICT:
DUARTE USD
1620 Huntington Dr.
Duarte, CA 91010

Such notice shall be deemed made when delivered to the address set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) District Deliverables — meaning materials and data prepared or collected by the Company specifically for the District under this Agreement, as mandated by federal, state, or local laws, rules, or regulations — shall be the property of the District. The Company retains all right, title, and interest in and to its Pre-Existing Materials, meaning the formulas, macros, models, spreadsheets, templates, workbooks, methodologies, know-how, software, and tools owned, developed, or licensed by the Company, whether created before or during the term of this Agreement, all of which are the Company's confidential, proprietary, and trade-secret property. To the extent any Pre-Existing Materials are embedded in or necessary to use the District Deliverables, the Company hereby grants the District a non-exclusive, non-transferable, royalty-free license to use such Pre-Existing Materials solely for the District's internal purposes in connection with the District Deliverables; the District shall not sublicense, resell, distribute to third parties, reverse engineer, decompile, or attempt to derive the underlying source code, formulas, or methodology of the Pre-Existing Materials. Any utilization of the District Deliverables or Pre-Existing Materials beyond the purposes and license granted in this Agreement shall be at the District's sole risk, and the District shall indemnify the Company against any

damages arising from such unauthorized use, including the release of such materials to third parties.

(ii) All District Deliverables shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. For clarity, Pre-Existing Materials are not subject to this handover and remain the Company's property, subject only to the internal-use license granted in Section 3.6(e)(i).

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, each party shall be responsible for their own attorney fees.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

(k) Amendments/Waiver. This Agreement may not be amended except by a writing signed by the District and the Company.

(l) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(m) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(n) Conflict of Interest. The Company shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that the Company may be involved with on behalf of the District, or (2) any activity that the Company may be involved with on behalf of any other firm or agency. In addition, the Company shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. The Company shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the

term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(o) Equal Opportunity Employment and Non-Discrimination. The Company and its sub-consultants represent and acknowledge that they are an equal opportunity employer and that they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. The Company and its sub-consultants are required to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. The Company shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. The Company must make a good faith effort to contact and utilize DVBE subcontractors or sub-consultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or sub-consultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(q) Confidentiality. The Company hereby acknowledges that certain records and information maintained by the District, or by the Company on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with the Company by District in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by the Company. The Company agrees that information acquired by the Company during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District. Reciprocally, the District shall hold in confidence and not disclose to third parties the Company's Pre-Existing Materials and trade secrets, including the Company's formulas, macros, models, templates, methodology, and source code, and shall use such materials only as permitted by the license granted in Section 3.6(e)(i). The Parties acknowledge that this Agreement is a public record and that the District is subject to disclosure obligations under the California Public Records Act and other applicable laws; the Company's rates, fees, and not-to-exceed compensation set forth in Exhibit "B" are not confidential and may be disclosed by the District as required by law. If the District receives a request or is otherwise legally compelled to disclose any of the Company's Pre-Existing Materials or trade secrets, the District shall, to the extent permitted by law, give the Company prompt written notice and a reasonable opportunity to seek a protective order or other appropriate remedy before disclosure.

(r) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

(s) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education.

(t) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(u) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

DUARTE UNIFIED SCHOOL DISTRICT	**SCHOOL BUSINESS INC**
By: _____	
Name: _____	By: _____
Title: _____	Name: Mark Keriakous
	Title: Consultant

EXHIBIT "A"
SCOPE OF SERVICES

The scope of the work includes a variety of fiscal related tasks at the direction of the Assistant Superintendent, Business Services on an as needed basis. Some of the tasks may include but are not limited to:

- Assistance, support, and direct work with BEST, SACS, and other financial related systems
- Assistance with federal and state financial reports
- Budget calculations and forecasts
- Multi-year projections
- Review of purchase requisitions and position control documents
- Collective bargaining scenario calculations
- Training staff
- Other business related projects as assigned

These services will be executed with a strong emphasis on professionalism, accuracy, and timeliness with a goal of building internal capacity at the District. The company will remain adaptable, incorporating ongoing adjustments and feedback to ensure continuous alignment with organizational goals and standards.

EXHIBIT "B"
COMPENSATION FOR SERVICES

The District shall compensate School Business Inc during the term based on the actual amount of time spent on the services and invoiced at the rate of $205 per hour, in 15-minute increments. Total compensation under this Agreement shall not exceed $41,000 (200 hours) unless amended in writing or ratified by the District.

If travel is required by the District the Company will be reimbursed for the actual cost or the IRS mileage rate and associated travel time.

Payment shall be due upon submission of a monthly invoice to the District.

The Company shall not be entitled to receive any additional compensation, benefits or other consideration for services under this Agreement and is solely and directly responsible for any tax related obligation arising out of the consideration received for consulting services.