

## PROFESSIONAL SERVICES AGREEMENT

*By this agreement made and entered into on the Friday, December 6, 2024, between the Santa Rosa City Schools(hereinafter referred to as SRCS) located 110 Stony Point Road, Suite 210 Santa Rosa, California 95401 and 360-Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:*

**A. DUTIES OF CONSULTANT** The Consultant shall provide the following Professional services, studies and/or reports.

***Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.***

**B. CONTRACT PERIOD:** The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

*C. COMPENSATION For the full performance of this agreement, the SRCS shall pay the Consultant as follows:*  
Consultant's Fee:

- a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
- b. **Consultant(s) will work for 5 FTE days (up to 40 Hours per week) as per school year calendar**

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

## D. GENERAL TERMS AND CONDITIONS

### 1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (SRCS ) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by SRCS , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the SRCS or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the SRCS .
- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the SRCS , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the SRCS , the Consultant or any other person, and from any and all claims, demands and actions

in law or equity (including reasonable attorney's fees and litigation expenses) incurred by SRCS , the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the SRCS, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. *NON-DISCRIMINATION* No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. *CONFLICT OF INTEREST* Before executing this agreement, the Consultant shall disclose to the SRCS the identities of any board member, officer, or employee of the SRCS, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. *LICENSE AND AUTHORITY* The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. *EQUIPMENT AND FACILITIES* SRCS and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. *ASSIGNMENT* Without the written consent of the SRCS, this agreement is not assignable by the Consultant.
7. *NON-SOLICITATION OF EMPLOYEES:* SRCS agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the first date of that employee's services to SRCS. After completion of 1 full billable year, SRCS may hire the said employee after paying a referral fee to contractor. This fee will be agreed between SRCS and the contractor. Two(2) years from the expiration of this agreement, SRCS may hire the employee without paying a referral fee.
8. *SUCCESSORS AND ASSIGNS.* This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. *TIME.* Time is the essence of this agreement.
10. *GOVERNING LAW.* The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. *WITHHOLDING.* The SRCS shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. *CHANGES OR ALTERATIONS.* No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the SRCS.
13. *HEADINGS.* All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

14. *TERMINATION.* The SRCS may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), SRCS agrees to pay Consultant for work completed to date of termination.
15. *AMBIGUITY.* The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. *COPYRIGHT.* Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the SRCS.

**E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE**

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the SRCS to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the SRCS, or to utilize the SRCS’s letterhead or logo without the prior consent of the SRCS. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant’s status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and SRCS agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

<i>INSTRUCTIONS</i>	<i>The SRCS shall provide job specifications and instructions.</i>
<i>TRAINING</i>	<i>The SRCS shall provide training for workers.</i>
<i>RIGHT TO HIRE OTHERS</i>	<i>The Consultant has the right to hire others to do the actual work with approval of SRCS.</i>
<i>WORK NOT ESSENTIAL TO SRCS</i>	<i>The SRCS’s success or continuation does not depend on the services of the Consultant.</i>
<i>TIME TO PURSUE OTHER WORK</i>	<i>The Consultant may pursue other work during term of agreement.</i>
<i>JOB LOCATION</i>	<i>SRCS controls the job location.</i>
<i>BASIS OF PAYMENT</i>	<i>Payment shall be by the time expended.</i>
<i>WORK FOR MULTIPLE FIRMS</i>	<i>The Consultant may work for multiple firms simultaneously.</i>
<i>TOOLS &amp; EQUIPMENT</i>	<i>Tools and equipment for the job shall be provided by SRCS.</i>
<i>SERVICES AVAILABLE TO PUBLIC</i>	<i>The Consultant’s services are available to the general public.</i>
<i>RIGHT TO TERMINATE</i>	<i>The Consultant may not be terminated except as allowed for under the agreement.</i>
<i>PROGRESS REPORTS</i>	<i>The Consultant will require making progress report.</i>

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (SRCS Representative)

Signature: \_\_\_\_\_

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

Branch / Dept.: \_\_\_\_\_

Address (or Mail Code): \_\_\_\_\_

Phone / Fax: Ph: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONSULTANT

Signature: Gulneesh Mukhija

Date Signed: \_\_\_\_\_ 12/06/2024

Title: Director

Company Name & Address: 360 Degree Customer Inc  
473 Sapena Ct, Ste # 7 Santa Clara, CA 95054

Phone: 408-689-2780

E-Mail Address: gulneesh@360customer.com

## ADDENDUM – A

Number of Paraprofessionals : up to 25 paras for current school year

Title: Paraprofessionals (Para)

Rate: \$44 per hour

Contract Term: 2024-25 school year ending Jun 30<sup>th</sup> 2025

Expected Start Date: TBD

Hours per Week: As required and confirmed in writing to 360

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