

PIEDMONT UNIFIED SCHOOL DISTRICT
2022-23 INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Leadership Associates

TAX I.D. NUMBER* 68-038 3653

SITE/DEPARTMENT Superintendent / Board of Education

SUBMITTED BY Dr, Donald Evans

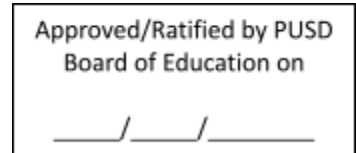
SIGNATURE FROM BUDGET CONTROL ADMINISTRATOR: R.A

REQUISITION NUMBER TBD

ACCOUNT CODE 010-0000-0-0000-7110-5800-800-10-000

FUNDING SOURCE General Fund

AGREEMENT TOTAL AMOUNT \$23,500



This Independent Consultant Agreement for Special Services (“Agreement”) is made as of the 26th day of October, 2022, between the Piedmont Unified School District (“District”) and Leadership Associates (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall conduct a Superintendent search as delineated in the proposal submitted on September 26, 2022, and specifically complete the summary of services attached as Appendix A. Consultant shall use their specialized experience and skills to serve in this capacity.
2. **Term.** Consultant shall commence providing services under this Agreement on October 27, 2022 and will diligently perform as required and complete performance by June 30, 2023.
3. **Compensation.** District agrees to pay \$23,500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made in two increments. (a) \$11,750 upon completion of stakeholder input, and (b) \$11,750 upon selection of a finalist.
 - 3.2. Payment shall be made for all undisputed amounts within thirty (30) days after the Consultant submits an incremental payment invoice to the District for Services completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture

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of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. Performance of Services.

- 6.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2 **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

7. Termination.

- 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to the District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 7.3. **With Cause by District.** District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. ALL Independent Consultants who interact with students outside of the immediate supervision and control of the student's parent, guardian or school employee must provide a valid criminal records summary.

9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance.

10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Consultant agrees to hold harmless and indemnify the District, its officers, agents and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or

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damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Consultant hereunder.

- 11. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 12. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Piedmont Unified School District
760 Magnolia Avenue
Piedmont, CA 94611
ATTENTION: **SUPERINTENDENT'S OFFICE**

Consultant

Name: **Eric Andrew, Ed.D.**
Address: **449 W. Foothill Blvd., #427**
City/State/Zip: **Glendora, CA 91747**
Phone: **916-520-4951 / 408-761-9199**
Email: **eandrew@leadershipassociates.org**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 13. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 14. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.
- 15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 17. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 18. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 19. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 20. **Submission of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- **Signed Agreement** 10/21/22
- **Fingerprinting/Criminal Background Investigation Certification** (Date cleared: __/__/__) **NA**
- **W-9 Form (Delivered to A/P on date: 10/21/22)**

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- TB Declaration (Date TB Cleared: __/__/__; Date TB Expires: __/__/__) **NA**
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required for all Consultants who are working on a “Prolonged and Frequent” basis) **NA**
- Emergency Contact Form - **NA**
- **Contractor/Consultant COVID Protocols and Vaccination Status Submission Form (submitted 10/21/22)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Piedmont Unified School District

Consultant

By: _____

By:  _____

Name: Dr. Donald Evans

Name: **Eric Andrew, Ed.D.**

Title: Interim Superintendent

Date: October 21, 2022

Date: October 21, 2022

Consultant Information (Consultant to complete):

Address: **449 W. Foothill Blvd., #427, Glendora, CA 91741**

Telephone: **408-761-9199 (Eric Andrew) 916-520-4951 (Leadership Associates)**

E-Mail: **eandrew@leadershipassociates.org**

Type of Business Entity:

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*



APPENDIX A



FEE AND SUMMARY OF SERVICES (Statement of Qualifications Item 10 a-e)

PIEDMONT UNIFIED SCHOOL DISTRICT SUPERINTENDENT SEARCH 2022

TOTAL FEE TO CONDUCT SEARCH: \$23,500 (all-inclusive)

This fee includes:

- All expenses incurred by consultants including travel
- All meetings with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal (Two consecutive publications - \$560.00)
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
 - scheduling appointments
 - notification of unsuccessful candidates
 - scheduling community visit
- Assisting in the development of interview questions and supporting the Board with the interview process
- Assisting the Board's administrative assistant throughout the process with templates, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification visit, if conducted