

Contract Agreement

This Agreement made and entered into by and between the Livermore Valley Joint Unified School District and Educational Management Solutions LLC (Contractor) on July 1, 2022 agrees as follows:

WHEREAS the Contractor has experience in specific knowledge and skills in the development, organization, and uses of aspects of human resources services and/or school systems, and the District desires to retain the services of Contractor to provide consultation and support services to the District's operations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- I. **Term of Agreement.** This Agreement is full force and effect commencing on July 1, 2022, until terminated on June 30, 2023, or pursuant to the provisions of Section X.
- II. **Scope of Services.** The Scope of Services to be performed by Contractor shall include a Job Classification Study as further referenced in *the attached Project Proposal*.
- III. **Amount and Method of Payment.** In consideration of the performance of the Scope of Services set forth in this Agreement, the District shall pay to Contractor the amount \$58,995 including travel and related expenses as further referenced in the project proposal and made part of this Agreement. Payment shall only be made for services upon approval by the District's designated representative. Invoice shall identify project, activity, and payment amount.
- IV. **Indemnification:** Contractor shall indemnify and hold the District harmless from and against any and all liability, loss, damage, cause of action, cost or expense, including reasonable attorneys' fees, arising out of or in any way connected with any negligent or intentional act or omission or any other actionable conduct by Contractor, its officers, employees, agents and/or subcontractors. To the extent permitted by California law, the District shall indemnify and hold Contractor harmless from and against any and all liability, loss, damage, cause of action, cost or expense, including reasonable attorneys' fees, arising out of or in any way connected with any negligent or intentional act or omission or any other actionable conduct by the District, its officers, employees, agents and/or subcontractors (except Contractor).
- V. **Relationship of Parties.** In providing the services described in this Agreement, Contractor shall act as an independent contractor and not as an employee of the District. The relationship between Contractor and District is, and at all times shall remain, solely as an independent contractor relationship, and shall not be, or be construed to be, a joint venture, partnership or other relationship of any nature. In accordance with that relationship, Contractor shall assume all responsibility for any federal and state income tax withholding, social security, disability, and any other deductions from income that Contractor is properly required to make as an independent contractor.

The Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

- VI. **Limitations on Authority.** Contractor shall not incur any obligations or expenses on behalf of the District, nor shall Contractor have any power or authority to negotiate or enter into any contract with any person on behalf of the District. Further, Contractor shall not represent to any person that they have the authority to incur any obligations or to enter into or negotiate any contracts on behalf of the District.
- VII. **Background Clearance.** Due to the nature of the business and requirements of the District any individual providing services under authorization of the Contractor has successfully passed a background clearance.
- VIII. **Confidentiality of Information.** During the term of this Agreement and any extensions thereof, the District may make available to Contractor confidential information necessary for the Contractor to provide the required scope of services including but not limited to salary information, contractual agreements and/or other documents, as consideration therefore, Contractor expressly warrants:
 - A. It is agreed and understood that such information furnished to the Contractor by the District or their officers, employees or agents, or information received by the Contractor during the performance of services under this Agreement is confidential information, and will not be disclosed by the Contractor by any means to other persons or entities.

- B. Upon termination of this Agreement, for any reason, Contractor shall promptly return to District all documents and any other information deemed by the District to be of a confidential nature, and Contractor shall not make copies or facsimiles of same for use or the use of others.
- IX. **Non-Assignment of Work.** This Agreement and the services and obligations to be performed hereunder by Contractor may not be assigned by Contractor. Any attempt at assignment shall be void and unenforceable and shall cause the immediate termination of this Agreement notwithstanding the conditions stated in Section X.
- X. **Termination of Engagement.** The Contractor's services may be terminated by either party without cause upon 30 days written notice to the other party. Upon termination of this Agreement, all of the obligations of the parties shall terminate immediately, except that the District shall, subject to Section III, pay any earned but unpaid compensation to Contractor as soon as practicable.
- XI. **Binding Agreement.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Notwithstanding the above, it is agreed that this Agreement, and the rights, duties and obligations created hereunder are personal to Contractor and may not be assigned by Contractor as indicated in Section IX above.
- XII. **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.
- XIII. **Modification.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- XIV. **Enforcement.** If any provision or portion of this Agreement is held unreasonable, unlawful or unenforceable by account of competent jurisdiction, the provision will be deemed to be modified to the extent necessary for the provision to be legally enforceable to the fullest extent permitted by applicable law. Any court of competent jurisdiction may enforce any provision of this section or modify any provision in order that the provision can be enforced by the court to the fullest extent permitted by applicable law.
- XV. **Captions.** The headings or captions contained in the Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.
- XVI. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- XVII. **Integration.** This is the final expression of all items of the Agreement between Contractor and District. There are no promises, statements, verbal understandings, or agreements of any kind, pertaining to this Agreement other than specified herein.

Contact Persons and Addresses:

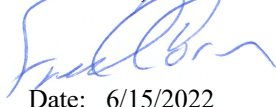
Contractor: Educational Management Solutions

Client: Livermore Valley Joint Unified School District

IN WITNESS WHEREOF, it is deemed that the parties hereto have executed this Agreement on the date and year above written.

For: Educational Management Solutions (EIN 91-1785494)

Fred Corn, CEO



Date: 6/15/2022

For: Livermore Valley Joint Unified School District

Name

Date: _____