

**CONSULTING AGREEMENT BETWEEN THE
MADERA UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
AND PEREA CONSULTING SERVICES (PCS) FOR PROFESSIONAL SERVICES**

This Agreement is entered into by and between the Madera Unified School District Personnel Commission (“Commission”) and PCS (“Consultant”).

RECITALS

WHEREAS, Consultant has specialized training and experience in school business and/or finance, professional development, and management practices; and

WHEREAS, the Commission desires to retain a consultant with the training and experience possessed by Consultant; and

WHEREAS, California Government Code section 53060 grants public agencies the authority to contract with and employ persons to furnish special services and advice in administrative matters if such persons are specially trained, experienced, and competent to perform the special services requested; and

WHEREAS, Consultant meets the criteria specified in Government Code section 53060.

NOW, THEREFORE, Commission and Consultant agree as follows:

**I.
TERM**

The term of this Agreement shall commence upon the signing of this agreement and continue day-to-day until approximately July 31, 2017, or another date mutually agreed upon.

**II.
RESPONSIBILITIES OF CONSULTANT**

A. Consultant shall conduct a comprehensive recruitment process to fill the Director of Classified Human Resources position. Consultant shall work with Personnel Commission to assist and coordinate in this effort.

B. Consultant shall provide employee recruitment and labor and employment advice to the Madera Unified School District Personnel Commission as needed to support the continuing operation of the Commission during the transition of leadership to a new Director of the Personnel Commission. Consultant will personally perform all such services. Consultant shall provide coaching for the new Director.

C. Consultant shall report to, and work under the direction of, the Commission.

D. Consultant shall provide his own transportation, equipment and supplies

necessary to perform contracted services. Consultant shall determine the hours necessary to complete services requested by established deadlines.

III.
RESPONSIBILITIES OF COMMISSION

A. The Commission shall make known and available to Consultant all Commission policies and procedures applicable to this Agreement.

B. The Commission shall describe for Consultant the projects, assignments and professional services requested to be performed and the potential duration of specific projects, which shall include, but not be limited to, the recruitment of a new Director of the Personnel Commission and advice and counsel pertaining to the Commission's operations, as needed.

IV.
COMPENSATION

A. The District will pay Consultant for services provided under this Agreement up to a total of \$30,000, payable in three equal installments, payable as reflected in Appendix A.

B. No payment will be made unless and until the Commission verifies that all services for which payment is requested have been fully and satisfactorily performed. Consultant will submit to the Commission an invoice at the end of each milestone during the term of this agreement as appropriate. The Commission will verify the services have been performed and approve the invoice

C. Approved payments will be paid at the end of each month in which contracted service is invoiced.

V.
AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Commission.

VI.
TERMINATION

Notwithstanding the term of this Agreement, either party may terminate this Agreement at any time by giving at least 10 calendar days' written notice to the other party. Any such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

VII.
INDEPENDENT CONTRACTOR

A. Consultant is, for all purposes arising under this Agreement, an independent contractor. No officer, agent or employee of Consultant or the District shall be deemed an officer, agent or employee of the other party. Neither Consultant nor any officer, agent or employee of

Consultant is considered to be an officer, employee or agent of the District or entitled to any benefits to which employees of the District are entitled, including, but not limited to, overtime, health benefits, retirement benefits, workers' compensation benefits, paid holidays, sick leave, or other leave benefits.

B. Consultant assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes, and any penalties related thereto, owed as a result of Consultant's compensation under this Agreement.

VIII. INDEMNIFICATION

A. Consultant agrees to defend, indemnify, and hold harmless the Commission and District, their respective officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of Consultant or Consultant's officers, agents, or employees.

B. The District and Commission agree to defend, indemnify, and hold harmless Consultant against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the District, the Commission or their officers, agents, or employees.

IX. OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced by Consultant under this Agreement are the sole and exclusive property of the Commission. No materials produced, in whole or in part, under this Agreement are subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of the Commission.

B. The Commission has unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by Consultant under this Agreement.

X. NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant: Perea Consultant Services
Henry Perea
330 E. Terrace
Fresno, CA 93704
Phone: (559) 287-0860

Personnel Commissioner: Bruce Koch,
Chairperson, Madera Unified
1902 Howard Road
Madera, CA 93637
Phone: (559) 675-4500 Ext. 295

XI.
GENERAL PROVISIONS

A. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

B. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings or other terms or conditions, and the parties have not relied on any representation, express or implied, not contained in this Agreement.

C. No Assignment. Neither Commission nor Consultant may assign or transfer any rights granted or obligations assumed under this Agreement.

D. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

This Agreement is signed below by the duly authorized representatives of the parties.

Consultant, Henry Perea

Madera Unified School District
Personnel Commission Chairperson, Bruce
Koch

By: _____

By: _____

Date: _____

Date: _____