



## School Management Solutions

### **Professional Services Agreement Lennox School District**

This Agreement for consulting services is entered into on the 10th day of August, 2016 by and between the Lennox School District herein referred to as the "District" and School Management Solutions, a California S Corporation, referred to as the "Consultant," who agrees to provide services to the District under the terms, conditions and scope of services as described herein.

#### **SCOPE OF SERVICES**

Consultant promises and agrees to furnish all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the services as more particularly described as the scope of services in Exhibit A, attached hereto and incorporated herein by reference. The Consultant and District agree that the work performed as identified in Exhibit A is of a highly specialized nature and does not require any associate of Consultant to possess a credential issued by the California Commission on Teacher Credentialing. The Consultant and District agree that employees in the District are not experienced and qualified to perform these tasks and as such the work performed qualifies as an independent contractor assignment and is not subject to earnings limitations and the time is not reportable to CalPERS or CalSTRS.

The Consultant will not perform management functions or make management decisions on the District's behalf. However, we may provide advice and recommendations to assist management in performing its functions and making decisions.

Lennox School District may request that we perform additional services not contemplated by the scope of work as identified in Exhibit A. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Additional services requested by the District will be performed at the hourly rates established in Exhibit B of this agreement

#### **CLIENT RESPONSIBILITIES**

You authorize us to accept instructions from your representative for this engagement.

As a condition to performing the services described above, Lennox School District agrees to:

- Make all management decisions and perform all management functions related to this agreement
- Designate an individual with suitable skill, knowledge, or experience to oversee services we provide
- Evaluate the adequacy and results of the services performed
- Accept responsibility for the results of the services
- Establish and maintain internal controls over the procedures and monitor ongoing activities

## TOBACCO-FREE FACILITY

The District and its facilities are tobacco-free environments. Tobacco use is prohibited at all times on all District properties.

## FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds. Work Performed in advance of contract approval shall be done at the sole risk of Consultant.

## COMPENSATION/COSTS AND PAYMENT SCHEDULE

Consultant 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. With prior approval of the District, the Consultant may sub-contract with other firms for specific legal, financial, demographic or other support, as necessary.

## CONFIDENTIALITY OF SERVICES OR WORK

All correspondence and dialogue between the parties, as well as documentation prepared by either party in conjunction with services performed under this Agreement shall remain confidential.

## OWNERSHIP OF DOCUMENTS OR WORK

All documents prepared by Consultant pursuant to the scope of services of this Agreement shall be the property of the District. Consultant may use the content and form of such documents for other work performed by Consultant for other parties, so long as references to the District are only included upon express written consent of the District.

## INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Consultant is acting as an independent contractor and not as an officer, agent, or employee of the District. The Consultant shall not be required to keep specific work hours, equipment or a specific office and shall use independent means and methods for performing the tasks as identified in the scope of services.

## HOLD HARMLESS

The Consultant agrees to hold harmless, defend, and to indemnify the District, its officers, agents, and employees against all claims, demands and causes of action by Consultant, employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by the Consultant as identified in the scope of this agreement and resulting from the negligent act or omissions of Consultant, its agents, employees or subcontractors.

## CONSULTANT & DISTRICT CONTACT PERSONS' NAMES & ADDRESSES

### FOR THE CONSULTANT:

Ben Leavitt, CPA  
Manager  
[bleavitt@schoolmgmtsolutions.com](mailto:bleavitt@schoolmgmtsolutions.com)

School Management Solutions  
4133 Redwood Avenue, Ste. 1011  
Los Angeles, CA 90066  
(323) 432-0149

### FOR THE DISTRICT:

Kent Taylor  
Superintendent  
[Kent.Taylor@lennox.k12.ca.us](mailto:Kent.Taylor@lennox.k12.ca.us)

or

Kevin Franklin  
Senior Director of Fiscal Services  
[Kevin.Franklin@lennox.k12.ca.us](mailto:Kevin.Franklin@lennox.k12.ca.us)

Lennox School District  
10319 Firmona Ave  
Lennox, CA 90304  
(310) 695-4092

### TERMINATION

This Agreement may be terminated by either party with a thirty (30) day written notice. In the event that the agreement is terminated prior to the completion of the work as identified in Exhibit A, the Consultant shall be compensated for the work completed on a prorated basis.

### AUDIT

The Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the District and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent financial documents, books, papers, and records related to this Agreement.

## NON-SOLICITATION

District agrees that during the term of this Agreement and for a period expiring one (1) year after the date of termination of this Agreement, District will not directly or indirectly solicit, hire or contract with any employees or independent contractors of Consultant for District's own benefit or for the benefit of any other party. This one-year period shall be tolled for any time period that District is in violation of this paragraph.

The parties agree that District will be liable to Consultant for liquidated damages for each violation of this paragraph, as follows: District shall pay to Consultant an amount equal to the greater of (a) one hundred percent (100%) of the gross amounts paid to the employee or independent contractor who was involved in the violation of this paragraph during the one year period commencing as of the date the employee or independent contractor first receives payment as a result of District's violation of this paragraph or (b) one hundred percent (100%) of the gross revenues for the one year period preceding the termination of this Agreement.

The parties agree that these measures of damages are reasonable compensation for Consultant's interest and investment in its business, employees, independent contractors and proprietary information. The provisions of this paragraph shall survive the termination of this Agreement.

## INSURANCE REQUIREMENTS

The Consultant shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

### Amounts of Insurance:

Commercial General Liability: \$1,000,000 per occurrence

Auto Liability for owned and non-owned vehicles: \$1,000,000 aggregate

Upon request by the District, the Consultant shall provide, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the District as an additional insured.

## GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

## COMPLIANCE WITH LAW

The Consultant 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 purchasing practices wages, hours, and conditions of employment, including nondiscrimination.

## FINAL APPROVAL

This Agreement is of no force or effect until approved by the Board of Trustees of the District and executed by a District official delegated the responsibility by the Board.

## ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DISTRICT: Lennox School District  
By: Kent Taylor, Superintendent

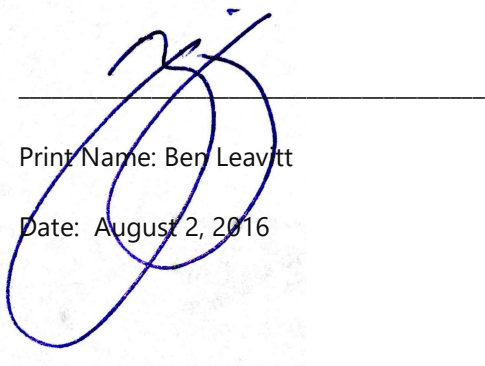
CONSULTANT: School Management Solutions  
By: Ben Leavitt, Manager

\_\_\_\_\_  
Print Name: Kent Taylor

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

\_\_\_\_\_  
Print Name: Ben Leavitt

Date: August 2, 2016



**Professional Services Agreement  
Lennox School District**

**Scope of Services  
Exhibit A**

**Scope of Services**

- Independent Study Contract Administration and Monitoring
  - Provide operational management services over the Lennox Virtual Academy and related independent study operations
  - Ensure the proper documentation and maintenance of 100% of student master contracts
  - Support outreach efforts to partnering entities
  - Assist with annual evaluations as per EC 58510
  - Assist with Budget/Spending Plan
  - Monitor and document provisional and final acceptance/rejection communications with each student
  - Monitor and report on teacher-certified attendance recordkeeping for each student
  - Monitor teacher-certified academic assignments and evaluations for each student
  - Administer internal audit functions to ensure that the Lennox Virtual Academy and related independent study operations are in compliance with applicable Education Code and other pertinent requirements
  - Assist with planning and preparation for the annual external attendance audit
  - Perform other specific areas as requested in advance by management
- Intake and Orientation Support
  - Provide on-site intake and orientation support to ensure the timely and effective intake and orientation of all Lennox Virtual Academy students and other independent students as needed
- Facilities and Technology Leases and Support
  - Administer leases for insured, appropriate, compliant facilities for Lennox Virtual Academy operations as requested by management
  - Administer leases for appropriate technology equipment for Lennox Virtual Academy operations as requested by management
  - Provide initial and ongoing support of technology to facilitate high quality student engagement and ensure minimal student downtime
- Other areas – we will provide assistance in other areas as requested in advance by management

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**Compensation for Services  
Exhibit B**

**Compensation for Services**

Compensation for services shall be paid at the following rates:

Independent Study Contract Oversight, Compliance, Monitoring and Clerical Support

Full-time IS student, \$135/enrolled pupil per month

Short-term IS student, \$35/ 5-day short-term contract

The Consultant shall submit an itemized invoice detailing activities worked by the 1<sup>st</sup> day of the month and payment shall be due upon receipt.