

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10<sup>th</sup> day of August 2016 (hereinafter, the "Effective Date"), by and between LENNOX SCHOOL DISTRICT, a public entity ("DISTRICT") and St. Joseph School, 11886 Acacia Avenue, Hawthorne, CA 90250 (hereinafter, "CONSULTANT"). For the purposes of this Agreement DISTRICT and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONSULTANT interchangeably.

### RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, DISTRICT has determined that it requires the following professional services: in-person support services for students enrolled in the Lennox Virtual Academy, the DISTRICT's full-time independent study program (the "Work"). See Exhibit A; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the execution of this Agreement was approved by the Lennox School District Board of Directors at its Regular Meeting of August 9.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONSULTANT agree as follows:

### 1.

#### ENGAGEMENT TERMS

- 1.1. SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services").
- 1.2. TERM: This Agreement shall have five consecutive one-year terms, commencing on August 10, 2016 and ending on August 9, 2021. Each one-year term is renewable as agreed by DISTRICT AND CONSULTANT. The parties shall provide written notice of renewal by no later than 120 days prior to the end of each one-year term.

1.3. COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is \$165/student served per month (hereinafter, the "Approved Rate Schedule").

1.4. PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall be paid by DISTRICT for each student served.

2.

**PERFORMANCE OF AGREEMENT**

2.1. DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent (hereinafter, the "DISTRICT Representative") to act as its representative for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT REPRESENTATIVES or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the DISTRICT REPRESENTATIVES or their designee in carrying out the services for the DISTRICT that are called for under this Agreement.

2.2. CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Dr. Roy Quinto, Principal, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT.

- 2.4. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of DISTRICT and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, all statutorily required employee benefits.

### 3.

#### INDEMNIFICATION

- 3.1. The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that DISTRICT would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect DISTRICT as set forth herein. CONSULTANT's indemnification obligation does not, however, extend to providing DISTRICT with a defense against any third party claims that DISTRICT is not authorized or empowered to enter into this Agreement with CONSULTANT.
- 3.2. To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the DISTRICT.

- 3.3. The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act.
- 3.4. CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 3.5. DISTRICT does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 3.6. CONSULTANT agrees that this Agreement shall in no way act to abrogate or waive any immunities available to DISTRICT under the Tort Claims Act of the State of California.
- 3.7. This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

#### 4.

##### TERMINATION

- 4.1. TERMINATION WITHOUT CAUSE: DISTRICT or CONSULTANT may terminate this Agreement at any time for convenience and without cause by giving the other party a minimum of 120 days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination.
- 4.2. SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**5.**

**MISCELLANEOUS PROVISIONS**

- 5.1. **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. Neither party shall use the other's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the other party.
- 5.2. **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:  
St. Joseph School  
11886 Acacia Ave.  
Hawthorne, CA 90250  
Attn: Dr. Roy Quinto  
Phone: 310-679-1014  
Email: rquinto@saintjosephsschool.org

DISTRICT  
Lennox School District  
Attn: Superintendent Kent Taylor  
Phone: 310-695-4000

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 5.3. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 5.4. **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the DISTRICT of Los Angeles, California.

- 5.5. ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 5.6. SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 5.7. AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

DISTRICT

By: \_\_\_\_\_

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

CONSULTANT

By: 

Date: August 3, 2016