

# AGREEMENT FOR SERVICES

## PREAMBLE

This Agreement is effective this 1st day of January, 2014 by and between School Business Consulting, Inc. ("SBC") and the Linden Unified School District ("District").

## RECITALS

**WHEREAS**, District requires the services of SBC; and

**WHEREAS**, SBC possesses the experience and skill to provide the services requested by District; and

**WHEREAS**, this agreement ("Agreement") sets forth the terms, conditions and covenants between the parties ("Parties").

## TERMS, CONDITIONS & COVENANTS

**NOW, THEREFORE**, the Parties agree as follows:

1. Scope of Work. SBC shall perform the services as set forth in the scope of work attached as Exhibit A herewith and incorporated herein by this reference.
2. Term. Subject to section 5, the term of the Agreement shall be from January 1, 2014 to June 30, 2014 unless further extended in writing by the Parties at least 30 days prior to the expiration of the agreement (June 30, 2014).
3. Fees and Payment. For services rendered or the duration of this agreement, SBC shall be paid at the rate of \$50.00 per hour for services performed in District facilities limited to a maximum daily fee of \$300.00 for services and \$25.00 per hour for services performed outside the District. Payment of fees shall be made within thirty (30) calendar days of receipt of invoice by the District. Late payments shall entitle SBC to charge an interest rate not to exceed one and one-half percent (1.5%) per month or portion thereof.
4. Expenses. Expenses for services rendered by SBC under this agreement will be limited to reimbursement for mileage at the approved IRS mileage rate.
5. Early Termination. Either Party shall have the right to terminate the Agreement upon providing thirty (30) days written notice to the other Party. Upon such termination, District shall pay SBC's final invoice based on services rendered up to the termination date.
6. Assignment. This Agreement may not be assigned without the written consent of the other Party.
7. Notices/Service. Any written notices may be sent to the Parties as follows:

To SBC: Terry Bradley, Ed.D., President  
School Business Consulting, Inc.  
5286 East Home Avenue  
Fresno, CA 93727

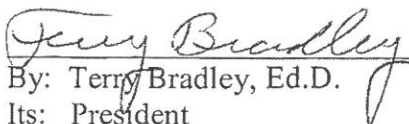
To District: Lisa Bojé, Superintendent  
Linden Unified School District  
18527 East Main Street  
Linden, CA 95236

Notices may be personally served, served by regular mail postage prepaid and deposited in the U.S. Mail, by registered mail, by facsimile with proof of transmittal, or by overnight mail with proof of delivery.

8. Limitation of Liability. Notwithstanding any provision of law, SBC's liability for any errors or omissions shall be limited to the fees actually received by SBC.
9. Alternative Dispute Resolution. In the event of any dispute arising out of the Agreement, the Parties agree to an alternative dispute resolution (ADR) process. If the Parties are unable to resolve their dispute, they agree to binding arbitration pursuant to the rules of the American Arbitration Association (AAA), or other arbitration service as the Parties may agree. Any arbitration shall take place at the arbitration facilities nearest to the District.
10. Modification. The Agreement may only be modified in writing executed by the Parties.
11. Complete Agreement. This Agreement, including Exhibit A, is the entire agreement between the Parties and supersedes any and all prior understandings whether orally or in writing.
12. Execution in Counterpart. The Agreement may be signed on separate signature pages (in counterparts). Copies of signatures shall have the same force and effect as original signatures for all purposes.
13. Binding Effect. This Agreement is binding upon the successors and assigns of the Parties.

Dated: Jan. 7, 2014

SCHOOL BUSINESS  
CONSULTING, INC.

  
By: Terry Bradley, Ed.D.  
Its: President

Dated: \_\_\_\_\_, 2014

LINDEN UNIFIED  
SCHOOL DISTRICT

\_\_\_\_\_  
By: Lisa Bojé  
Its: Superintendent

## **EXHIBIT A**

### **SCOPE OF WORK**

1. For the duration of this agreement, SBC through Leo Zuber will perform services as directed by the District Superintendent with said services limited to be authorized only by the District Superintendent.