

Purchin Consulting
4180 Keystone Avenue
Culver City, California 90232
(310) 202-1155
mpurchin@purchinconsulting.com

August 4, 2015

CONSULTANT-CLIENT FEE CONTRACT

This CONSULTANT-CLIENT FEE CONTRACT ("Contract") is entered into between La Canada Unified School District ("Client") and Purchin Consulting ("Consultant").

1. Conditions. This contract will not take effect, and the Consultant will have no obligation to provide services, until the Client returns a signed copy of this contract.

2. Scope and Duties.

Task A) Consultant will provide staff and parents with conflict resolution support for the 2015-16 school year. Two consultants will facilitate a district-wide training entitled "*Modeling a Culture of Team Building and Positive Communication for our Students*" on Monday, August 10, 2015 from 8:30-10:45a.m. Throughout the year, district employees, school sites and district offices, including the leadership team, will have a total of one hundred twenty five (125) hours of coaching time to support building capacity in the area of conflict resolution and positive communication.

Task B) In addition, as requested, the Consultant will provide LCUSD employees and families with meeting facilitation, mediation, training, and coaching in the area of conflict resolution and negotiation as it pertains to special education. The Consultant shall provide services reasonably required by the Client. The Consultant shall take reasonable steps to keep the Client informed of progress and to respond to the Client's inquiries.

The Client shall provide the Consultant with all necessary background information relating to the Client's needs so the Consultant can do the best job possible. The Client will abide by this contract, pay the Consultant's bills on time, and keep the Consultant advised as to the Client's address, telephone number, and whereabouts.

3. Hold Harmless and Indemnification Agreement

La Canada Unified School District agrees to defend, indemnify and hold harmless Purchin Consulting, its officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by La Canada Unified

School District.

Purchin Consulting agrees to defend, indemnify and hold harmless La Canada Unified School District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by Purchin Consulting. The undersigned further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

4. Consulting Fees, Payments & Expenses.

Task A) The client shall pay the consultant a total of \$19,500.00 (four payments of \$4,875.00, August 31, November 30, February 28, and June 30). Consultant shall submit an invoice with a breakdown of hours. In addition to paying all consulting fees, the Client shall reimburse the Consultant for all expenses incurred by the Consultant (i.e. duplication of training materials).

Task B) The client shall pay the consultant \$140.00 an hour (not to exceed \$4,000.00). During the month that work is provided, the consultant shall submit a bill with a breakdown of hours. Travel time will be billed at \$70.00 an hour.

5. Discharge or Withdrawal. The Client may discharge the Consultant for non-performance or a breach of this contract. The Consultant may only withdraw with the Client's consent, or with good cause. Good cause includes a Client's breach of this Contract; a Client's refusal to cooperate with the Consultant, or to follow the Consultant's advice on a material matter, or any other fact or circumstance that would render the Consultant's continuing representation unlawful or unethical.

6. Effective Date. This contract will take effect when the Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date the Consultant first provided services. The date at the beginning of this Contract is for reference only. Even if this contract does not take effect, the Client will be obligated to pay the Consultant the reasonable value of any services the Consultant may have performed for the Client.

"Consultant"
By: Marc D. Purchin
Marc Purchin,
Consultant
"Client"

Date: 8-6-15

By: Wendy Sinnette
Wendy Sinnette
La Canada Unified School District

Date: 8-5-15

*Pending Board approval
on 8/11/15*