



PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into on January 20, 2021, between **Nichols Strategies, LLC**, herein after called CONSULTANT, and **Santa Barbara Unified School District**, herein after called CLIENT.

I. BASIS OF AGREEMENT

CLIENT has authorized and desires to have CONSULTANT perform the services set forth in this Agreement. CONSULTANT has the required background, experience, and expertise to perform the work to be done and has agreed to do so in accordance with the terms and conditions of this Agreement.

II. SCOPE OF THE WORK

CONSULTANT agrees to provide communication and community relations advising, assistance, and training on projects determined by the superintendent or designee. This Agreement for professional services will commence January 20, 2021 and continue to June 30, 2021. Concurrence on the specific elements of the work products and deliverables expected from the CONSULTANT will be determined by the superintendent or designee. A scope of work memorandum will be prepared by CONSULTANT. CONSULTANT will commence services upon receipt of this Agreement signed by a duly authorized agent of the CLIENT.

III. APPROVED COSTS & EXPENSES

CLIENT shall make no payment to CONSULTANT for any extra, further, or additional services not specified in this Agreement unless such services and payments have been mutually agreed to in advance. It is understood that CONSULTANT's compensation under this Agreement shall equal \$50,000.00 for professional services. It is understood that the CLIENT will bear the cost separately for duplication, printing, postage, videography/post-production, and mailing related to dissemination of any materials prepared under this Agreement.

IV. PAYMENT OF CONSULTANT FEES

CONSULTANT will provide semi-monthly invoices to CLIENT for professional services rendered. CLIENT will provide payment upon receipt of an invoice from the CONSULTANT. Satisfactory completion of projects and services will be determined by the superintendent or designee.

V. INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed to by the parties hereto that CONSULTANT, while carrying out and complying with the covenants and conditions of this Agreement, is an independent contractor and that no employer-employee relationship exists between the parties to this Agreement. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of CLIENT. CLIENT is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under provisions of this Agreement. As an independent contractor, CONSULTANT indemnifies and holds CLIENT harmless from any and all claims that may be based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

It is further understood and agreed to by the parties to this Agreement that CONSULTANT, in the performance of its obligations under this Agreement, is subject to the control and direction of the CLIENT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to under this Agreement, and not the means, methods or sequence used by CONSULTANT for accomplishing the results.

If, in the performance of this Agreement, any third person is employed by CONSULTANT, such person shall be entirely and exclusively under the direction, control and supervision of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT.

The CLIENT will prepare and furnish to CONSULTANT upon request such information as is reasonably necessary for the performance of the CONSULTANT to this Agreement.

VI. NON-DISCRIMINATION POLICY

CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, gender, sexual orientation, sexual identification, disability, or marital status in its employment practices. CONSULTANT also certifies that it will comply with all applicable provisions of the Americans with Disabilities Act.

VII. NON-ASSIGNABILITY

CONSULTANT agrees not to assign this Agreement or any interests in this Agreement without CLIENT’s prior written approval. Any such attempt to assign or sublet this Agreement without CLIENT approval shall be void. To fulfill the responsibilities under this agreement, CONSULTANT will use the services of Stephen Nichols, Tyler Parsons, and others who are associated with the firm.

VIII. COPYRIGHT AND OWNERSHIP

It is understood that CLIENT shall retain the copyright and sole rights of ownership on all final camera-ready artwork of publications and the master copy of final video products produced under this Agreement. CLIENT will supply CONSULTANT with a minimum of five copies of all final printed publications for its use as samples of work produced.

IX. INSURANCE

Contractor will maintain general liability insurance coverage in the amount of \$4 million during the term of this agreement.

X. STRS COMPLIANCE

CONSULTANT certifies that he is not drawing payment as a retired member of the California State Teachers Retirement System (STRS). CONSULTANT is not an employee of a federal, state or local government agency and certifies that any compensation for services performed under this Agreement is not for work during regular hours of employment for a government agency.

XI. STUDENT CONTACT AND BACKGROUND CHECKS

CONSULTANT will not be working individually with students except under the direct supervision of a CLIENT employee. Under the provisions of state law (AB 1610, AB 1612 and AB 2102) CONSULTANT and subcontractors are not required to submit to a Criminal Records Check or to be fingerprinted.

XII. HOLD HARMLESS AND INDEMNIFICATION

CONSULTANT shall hold harmless and indemnify CLIENT, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney’s fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of CONSULTANT or anyone directly or indirectly employed by CONSULTANT, regardless of whether caused in part by a party indemnified under this Agreement.

XIII. APPLICATION OF CALIFORNIA LAW

This Agreement shall be construed under the laws of the state of California.

XIV. TERMINATION OF AGREEMENT

Either CLIENT or CONSULTANT may at any time for any reason terminate this Agreement, and CLIENT will only be liable to compensate CONSULTANT for services rendered to the date of termination. Written notice by the CLIENT Superintendent or CONSULTANT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when actually received in writing by either party, but not later than three days after the postmark of mailing, whichever is sooner.

IN WITNESS WHEREOF, said parties have executed this Agreement on this date, January 20, 2021.

CONSULTANT

Santa Barbara Unified School District



(authorized signature)

Signature

Stephen K. Nichols, President
Nichols Strategies, LLC
621 Capitol Mall, Ste. 2075
Sacramento, CA 95814
(916) 476-3471

Santa Barbara Unified School District
Attn: Hilda Maldonado, Superintendent (or Designee)
720 Santa Barbara Street
Santa Barbara, CA 93101
(805) 963-4338

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