

AGREEMENT FOR SPECIAL SERVICES

Fiscal Services

This is an agreement between the Blue Oak Charter School, herein after referred to as "BOCS" and Steven J. Rudy, herein after referred to as "Consultant", entered as of October 10, 2019.

RECITALS

WHEREAS, BOCS needs immediate assistance regarding fiscal service issues; and,
WHEREAS, Consultant, is professionally trained and competent to provide these services.

NOW THEREFORE, the parties in this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform fiscal services, in conjunction with designated staff, to help ensure compliance with fiscal reporting requirements.
2. Consultant agrees that they will not disclose, divulge, reveal report or use, for any purpose, any confidential Information which the Consultant has obtained, except as authorized by BOCS or as required by law. The obligations of confidentiality will apply during term and will survive indefinitely upon termination of this Agreement. All written and oral information and material disclosed or provided by BOCS to the Consultant under this Agreement is confidential. Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.
3. Upon expiration or termination of this Agreement, the Consultant will return to BOCS any property, documentation, records, or Confidential Information which is the property of BOCS.
4. LIABILITY; INDEMNIFICATION

BOCS shall indemnify, save harmless and defend Consultant and its officers, directors, employees and agents from, against and in respect of any loss, damage, liability, judgment, cost or expense whatsoever, including counsel fees, suffered or incurred by it or him by reason of, or on account of, its status or activities as a consultant to the BOCS hereunder, except for any loss, damage, liability, judgment, cost or expense resulting from willful malfeasance, bad faith or gross negligence in the performance of Consultant's duties hereunder.

Consultant shall indemnify, save harmless and defend BOCS and its officers, directors, employees and agents from, against and in respect of any loss, damage, liability, judgment, cost or expense whatsoever, including counsel fees, suffered or incurred by it or him by reason of, or on account of, willful malfeasance, bad faith or gross negligence in the performance of Consultant's duties hereunder.

5. FEE AND PAYMENT

- Requests for fiscal services, mutually agreed upon, shall be compensated at the rate of \$95 per hour.
- Any on-site services requested and mutually agreed upon shall be compensated at \$1,500 plus \$760 per day for each request.
- The term of this contract shall be for the period beginning October 10, 2019 and continuing until December 31, 2019.
- Consultant shall submit a detailed invoice on the last day of each contracted month.

6. COMMUNICATION

Consultant and BOCS staff shall respond to all communication within a 24 hour period with availability via phone and or email.

7. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of BOCS.

8. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be resolved by mutual agreement; or if not, shall be settled in accordance with the Arbitration rules of the American Arbitration Association in Irvine, California. Any decision issued therefrom shall be binding upon the parties and shall be enforceable as a judgment in any court of competent jurisdiction. The prevailing party in such arbitration or other proceeding shall be entitled, in addition to such other relief as many be granted, to a reasonable sum as and for attorney's fees in such arbitration or other proceeding which may be determined by the arbitrator or other officer in such proceeding. If collection is required for any payment not made when due, the creditor shall collect statutory interest and the cost of collection, including attorney's fees whether or not court action is required for enforcement. The prevailing party in any such proceeding shall also be entitled to reasonable attorneys' fees and costs in connection all appeals of any judgment.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

DATE: _____

Steven J. Rudy, Consultant

BY: _____

DATE: _____

Susan Domenighini
Executive Director, BOCS