



# CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (“Contract”), is made by and between the Project for Education Research That Scales (“PERTS”), a project of the Tides Center, a California non-profit public benefit corporation (“Tides”), and Azusa Unified School District (“Client”).

1. **Services.** Tides agrees to provide Client with the services detailed in Exhibit A to this Contract (“Services”). Tides is a public charity and conduct services only to the extent and in a manner that is consistent with its exempt status as a public charity and to further its mission.
2. **Performance Dates.** Tides shall begin performing the Contract on the date of the final signature to this Contract, and finish performing the Contract on June 30, 2022, unless the Contract (i) is mutually extended by written agreement of the parties or (ii) sooner terminated as provided herein.
3. **Compensation.** In consideration for the Services, Client shall pay Tides per the Payment Schedule in Exhibit B.
4. **Standard of Performance.** Tides represents that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Contract, and agrees to perform its obligations under this Contract in a professional manner, consistent with prevailing industry standards and practices. All work performed must be in accordance with applicable local and federal laws and industry standards, and Tides will be responsible for obtaining all permits and licenses required in connection with performance of services under this Contract.
5. **Independent Contractor.** The relationship between Tides and Client will, at all times, be that of an independent contractor. It is further understood that neither party is, nor will be considered to be, an agent, partner, joint venturer, or employee of the other. Client shall not be responsible for withholding taxes with respect to the Tides’ compensation. Tides shall have no claim against Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Tides does not have the authority to enter into any contract or agreement to bind Client and will not represent to anyone that it has such authority. Tides represents that Tides is authorized to work in the United States to service this Contract.
6. **Confidentiality.** Information collected by PERTS from the Client the purposes of this Contract shall be bound by the PERTS privacy policy found at [perts.net/privacy](https://perts.net/privacy) unless a different confidentiality agreement is attached in Exhibit C or this agreement is amended by mutual agreement in writing.
7. **Rights in the Work Product.** Client agrees that Tides, in connection with its project PERTS, is and will be the sole owner of any and all reports, software, evaluations, deliverables and other works of authorship that Tides creates in connection with the Services under this Agreement (each and collectively, the “Work Product”) and that all rights, including but not limited to copyrights, thereto shall be owned by Tides. Tides hereby grants Client a perpetual, irrevocable, non-transferable and non-exclusive license to use the Work Product. To the extent that the Work Product incorporates pre-existing material created by Tides and/or PERTS prior to this Agreement or in connection with activities unrelated to this Agreement, the license described above permits Client to use such pre-

existing material only insofar as it is incorporated into the Work Product and not in any other manner or for any other purpose.

8. **Assignment and Delegation.** No party may assign any of its rights under this Contract except with the prior written consent of the non-assigning party. Any purported assignment of rights or delegation of performance in violation of this Section is void.
9. **Termination.** Either Party may terminate this Contract, in whole or in part, upon 15 days' written notice to the other Party. If either Party breaches a material obligation under this Contract, and such breach is not cured within 15 days after such Party's receipt of written notice of the breach, the Party not in default may immediately terminate the Contract. If the Agreement is terminated pursuant to this Section 9, Tides shall invoice Client for any unpaid amounts through termination date, and Client shall pay. Any such payment will be due within 30 days of the receipt of Tides' invoice.
10. **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
11. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid (in whole or in part), the validity of the remaining Contract provisions will not be affected, and the illegal or invalid provision shall be restated in accordance with applicable law to best reflect the intention of the parties at the time of entering into this Contract.
12. **Notice.** Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by a nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To Tides:

PERTS c/o Tides  
Dave Paunesku  
Executive Director  
PO Box 641019  
San Francisco, CA 94164

312-576-7122  
dave@perts.net

To Client:

Azusa Unified School District  
Dayna Mitchell, Ed.D.  
Assistant Superintendent,  
Educational Services  
546 S Citrus Ave  
Azusa, CA 91702

626-967-6211  
dmitchell@azusa.org



13. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if either party shall make any assignment for the benefit of creditors, take advantage of any act or law for relief of its debtors, has a receiver, custodian or trustee appointed for all or a material portion of its assets and/or has its stock de-listed from the securities exchange on which it is currently listed, the other party to this Contract will have the right to terminate this Contract without further obligation or liability on its part. Should Tides terminate the Contract in accordance with this section, all amounts owed by Client to Tides for Services performed will immediately become due and payable to Tides, or, if some or all of such amounts are not available for immediate repayment, such amounts will be deemed to be amounts owed to Tides by Client and Tides will be identified as a creditor of the Client in such amounts.
14. **Legal Authority.** The Client represents that it has the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person executing this Contract on behalf of the Client warrants that he or she has full authorization to execute this Contract.
15. **Indemnification.** During and after the term of this Agreement, each party will indemnify, hold harmless and, at the indemnified party's request, defend the other party, its subsidiaries, affiliates, directors, officers and employees, past or present, from and against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to attorney fees) arising from or related to any actual or alleged: (i) misrepresentation, fraud or breach by the indemnifying party of any representation, warranty or covenant in the Agreement (or made in anticipation of the Agreement), or (ii) wrongful, unlawful or negligent act or omission by the indemnifying party in connection with the Agreement or the Services.
16. **Dispute Resolution.** In the event of any dispute under this Contract, the parties shall attempt to resolve the matter themselves in an amicable manner. Failing such resolution, all disputes arising out of or relating to this Contract will be resolved by arbitration in San Francisco in accordance with the rules of JAMS/Endispute then in effect. The arbitration will be conducted before a panel of three arbitrators chosen by the parties according to the rules of the JAMS/Endispute. Any award, order, or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.
17. **Attorney Fees.** If any action (whether legal or equitable and whether litigation or arbitration or some other proceeding), is brought under this Contract, the substantially prevailing party (as will be determined by the court or other adjudicator) will be entitled to recover its reasonable attorney fees and costs of suit from the other party in addition to such other relief as may be granted.
18. **Governing Law.** This Contract is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law rules. Both parties agree that any state or federal court within the County of San Francisco, California will have exclusive jurisdiction over any action or proceeding relating to or arising under this Contract.
19. **Modification; Final Contract.** No revision or modification hereof will be effective unless it is in writing and signed by both parties. This Contract as well as the attached Exhibits constitute the entire and complete agreement between Tides and the Client with respect to the subject engagement and supersede all other oral and written representation, understanding, or agreements relating to the subject engagement.

SO AGREED,

**For Tides:**

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Signature  
Name: Ly Nguyen  
Title: Advisor, Social Ventures  
Date Signed:

**For Client:**

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Signature  
Name: Dayna Mitchell, Ed.D.  
Title: Assistant Superintendent  
Date Signed:

**For Project:**

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Signature  
Name: Dave Paunesku  
Title: Executive Director  
Date Signed:

**SERVICES**  
**(Exhibit A to Contract for Professional Services)**

Tides agrees to provide Client with the following Services:

1. Description of services to be performed by Tides: please see attached SOW
2. Location where services will be performed: please see attached SOW
3. Items, if any, to be delivered by Tides: please see attached SOW
4. Items, if any, to be furnished by Client: please see attached SOW
5. Tides shall begin performing the Contract on October 6, 2021 and finish performing the contract on June 30, 2022.
6. Other: N/A

**PAYMENT SCHEDULE**  
**(Exhibit B to Contract for Professional Services)**

**Fee:**

In consideration for the services described in Exhibit A, Client agrees to pay Tides a base charge of \$8,000. A la carte services can be provided, for additional costs and dependent on availability, upon mutual agreement between Client and Tides.

**Expenses:** In addition to its fee, Client SHALL NOT reimburse Tides for unusual costs approved in writing by Client in advance. Expenses should not exceed \$N/A until approval in writing is obtained from CLIENT'S AUTHORIZED SIGNER.

**Invoicing Schedule:** An initial payment of \$8,000 will be issued upon signing of the agreement. Any additional fees and expenses, if any, will be paid upon invoice from Tides at the completion of the projection.

**Late Payment Penalty:** Payment terms will be 30 days from receipt of invoice. Should any invoice remain unpaid for more than **45 days**, interest must be paid at a rate of **1.0% per month**.