

## SAN MARINO UNIFIED SCHOOL DISTRICT

### EXECUTIVE SEARCH AGREEMENT

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This Agreement is entered into and effective as of the 26<sup>th</sup> day January, 2019, and is by and between **SAN MARINO UNIFIED SCHOOL DISTRICT** (“CLIENT”) and **ONE-FOURTH CONSULTING, LLC d/b/a JG CONSULTING**(“JG CONSULTING”).

CLIENT is seeking to retain the services of an experienced and reputable search organization to assist it in the executive search services for a SUPERINTENDENT OF SCHOOLS. JG CONSULTING has the requisite qualifications and experience to assist CLIENT and is willing to provide such assistance. Accordingly, the parties desire to reduce their agreement to engage in writing.

**Therefore, the parties agree as follows:**

1. Term: The term of this Agreement shall begin on January 26, 2019 and shall conclude upon hire of the candidate.
2. Duties: JG CONSULTING’s duties include search, recruitment, application and resume review, public domain search, complete reference checks and presentation of qualified candidates according to the needs as stated by the CLIENT as outlined by CLIENT’s descriptions of same. Additional details on the scope of this agreement can be found in the Proposal for services that is incorporated herein as if set out in full as Exhibit A.
3. Written Reports: CLIENT may periodically request and JG CONSULTING shall provide upon such request project plans, progress reports and a final results report.
4. Confidentiality: To the full extent permitted by law, JG CONSULTING shall maintain in strictest confidence any information obtained in the course of the services set forth in this Agreement. Any breach of this provision shall enable CLIENT to terminate this Agreement for cause as set forth in Section 15.
5. Independent Consultant: This Agreement shall not render JG CONSULTING an employee, partner, agent of, or joint venture with CLIENT for any purpose. JG CONSULTING is and shall remain an independent consultant in its relationship to CLIENT. CLIENT shall not be responsible for withholding taxes with respect to JG CONSULTING’s compensation hereunder. JG CONSULTING 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.
6. Insurance: JG CONSULTING shall carry general liability and auto insurance relative to any service that it performs for CLIENT, and shall add the CLIENT as an additional insured. As well, JG CONSULTING shall carry workers compensation insurance covering the activities of its officers, managers and employees during its performance of this Agreement.
7. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. JG CONSULTING shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of CLIENT.
8. Choice of Law; Right to Injunction: The laws of the state of **CALIFORNIA** and in the county of **LOS ANGELES** shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. The parties further acknowledge that the services to be rendered by JG CONSULTING under this Agreement and the rights and privileges granted to CLIENT under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by JG CONSULTING of any of the provisions of this Agreement shall cause CLIENT irreparable injury and damage. JG CONSULTING expressly agrees that CLIENT shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by JG CONSULTING. Resort to such equitable relief, however, shall not be

construed to be a waiver of any other rights or remedies that CLIENT may have for damages or otherwise. The various rights and remedies of CLIENT under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law. Venue for any action for breach of or arising out of the terms of this Agreement or its interpretation shall lie in **the County of Los Angeles, California**.

9. Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
10. Compliance with Laws. Both parties agree to comply with all applicable Federal and **California** laws governing their relationship or the services set forth in this Agreement. JG CONSULTING further acknowledges and agrees that it is aware of CLIENT's equal opportunity and nondiscrimination policies and all activities conducted on CLIENT's behalf under this agreement shall be in compliance with such policies.
11. Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice, demand or communication is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

**If to JG CONSULTING:**

James Guerra  
ONE-FOURTH CONSULTING, LLC  
2025 Guadalupe Street, Suite 260  
Austin, TX 78705

Dr. Mike Escalante  
ESCALANTE & ASSOCIATES DBA  
13775 S. Ramona Avenue  
Hawthorne, CA 90250

**If to CLIENT:**

Lisa Link – School Board President  
SAN MARINO UNIFIED SCHOOL DISTRICT  
1665 West Drive  
San Marino, CA 91108

Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

12. Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
13. Entire Understanding: This Agreement and any exhibits attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
14. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
15. Termination:
  - a. Without Cause. CLIENT may terminate this contract at any time for any reason by giving at least **fourteen (14)** days notice in writing. If the contract is terminated by CLIENT as provided herein, JG CONSULTING shall be paid a mutually agreed upon payment as negotiated between JG CONSULTING and CLIENT for the

work completed as of the date of notification of termination. JG CONSULTING shall incur no additional expenses payable by CLIENT after any such negotiation without written authorization from CLIENT.

b. For Cause. Either party may terminate this Agreement immediately upon the occurrence of any of the following:

- i. Material breach of this Agreement.
  - ii. Prospective inability of either party to complete its responsibilities as set forth in this Agreement.
- If this Agreement is terminated for cause, CLIENT shall not be obligated to compensate JG CONSULTING for any fees or expenses payable after such termination.

16. JG CONSULTING shall not engage in a California Superintendent search during the term of the agreement other than the search for CLIENT as set forth herein. JG CONSULTING also agrees not to recruit the hired candidate for any other position for a period of two years after his or her placement.

17. Fee Structure: CLIENT shall pay ONE-FOURTH CONSULTING, LLC a total service fee of **\$12,500** for the executive search engagement by the following schedule for services:

- a. Within 30 business day of full Execution of Contract – \$6,250 and the remaining balance of \$6,250 paid upon hiring of a candidate. The total service fee shall include all costs incurred in providing services hereunder, including without limitation a Baker-Eubanks, LLC background check.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**ONE-FOURTH CONSULTING, LLC**

**d/b/a JG CONSULTING**

By: \_\_\_\_\_  
James Guerra, PRESIDENT & CEO

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Dr. Mike Escalante, Escalante & Associates

\_\_\_\_\_  
Date Signed

**CLIENT**

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Date Signed

Title:

Exhibit A: Proposal