

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement between **PATTERSON JOINT UNIFIED SCHOOL DISTRICT**, ("District") and **REWARD STRATEGY GROUP (RSG)** ("Contractor") is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Scope of Service.** Contractor shall perform the agreed-upon services as defined by the scope of work and deliverables as outlined in Attachment A, and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment A are referred to as "Services." Contractor's Services will be timely and performed consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations.
- 2. Term.** This Agreement will begin upon approval by the District and will be completed by December 31, 2022, if not sooner. Completion of the Services, including all deliverables as described in Attachment A, must be made to the satisfaction of the District.
- 3. Fees and Reimbursements.** Contractor will receive compensation in an amount not to exceed \$93,400 quoted in Attachment A. District will pay Contractor amounts owed within 30 days of receipt of Contractor's undisputed invoices.
- 4. Taxes.** Contractor will fully complete the Internal Revenue Service W-9 form. Contractor acknowledges it is the Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of any state or federal tax obligations. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.
- 5. Independent Contractor.** In the performance of this Agreement, Contractor shall act as an independent contractor. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District except as to the results of the work.
- 6. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor thirty (30) days prior to the effective date of termination. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination.

7. **Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment A.
8. **Insurance Requirements.** Contractor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below:
- a. Commercial General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
 - b. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
 - c. Workers' Compensation. Statutory limits required by the State of California (If applicable).
 - d. Professional Liability. Minimum limits of \$1,000,000 per claim and \$1,000,000 in the aggregate covering liabilities and claims arising out of Contractor's performance of Services under this Agreement.
9. **Protection of Confidential Information.** Contractor understands and acknowledges that during its performance of the Services, it may have access to private and confidential information in the District's possession, including but not limited to private information regarding employees, staff, or other personnel data or information and other District business plans and proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
10. **Notice.** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and deposited in the United States mail, registered or certified mail, or sent by overnight delivery services, or facsimile transmission, addressed as follows:
- For District:
Jeffrey Menge
Assistant Superintendent, Administrative Services
Patterson Joint Unified School District
510 Keystone Blvd.
Patterson, CA 95363
- For Contractor:
Allan Crecelius
President
Reward Strategy Group, Inc.
5283 Pearlman Way
San Diego, CA 92130
11. **Approval by District's Board of Trustees.** This Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved this Agreement as evidenced by a motion duly passed and adopted by the Board.
12. **Entire Agreement.** This Agreement and Attachment A constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.

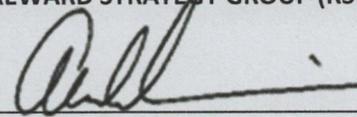
IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

"DISTRICT"
PATTERSON JOINT UNIFIED SCHOOL DISTRICT

By: 

Date: 3/9/2022

"CONTRACTOR"
REWARD STRATEGY GROUP (RSG)

By: 
Allan M. Crecelius
Title: President

Date _____



MEMORANDUM

Date: February 18, 2022

To: Jeffrey Menge. Assistant Superintendant – Administrative Services
Patterson Joint Unified School District

From: Allan Crecelius, President
Reward Strategy Group, Inc.

Subject: Consulting Assistance with a Classification & Compensation Study

Jeff –

As requested, this correspondence follows up our email and telephone discussions regarding Patterson Joint USD’s retention of Reward Strategy Group to conduct a full classification and compensation study of the following classes and positions:

	# of Classes	# of Positions
Classified Employees	83	397
Confidential Employees	6	9
Classified Management	12	17
Non-Represented Hourly Employees	12	?
	<u>113 classes</u>	

OUTLINE OF THE STUDY METHODOLOGY

Classification Phase

- **Gather and Review Background Information.** RSG will collect all background material and data necessary to understand the District’s organization and perform the classification and compensation study.
- **Conduct Initial Meetings.** RSG will meet with all necessary parties and management to review and discuss the project, commitment of resources and study deliverables. The consultants will also meet with bargaining unit representatives to explain the study process and timeline.
- **Prepare Position Description Questionnaire.** The consultant team will modify RSG’s standard Position Description Questionnaire (PDQ) to meet the District’s job information collection requirements. The PDQ will be made available in printed copy as well as an electronic version for employee completion.
- **Conduct Employee Orientation Sessions.** RSG will work with District staff to determine the optimal method for conducting virtual employee orientation sessions to introduce the study and the consultants, distribute the PDQs and detail its completion requirements, including due

date. We can address employee questions and communicate the process for electronic completion of the PDQ.

- **District Review of Completed PDQs.** Each employee's completed PDQ will be reviewed by his/her supervisor for completeness and accuracy. RSG will provide a *Manager/Supervisor Supplement* form for use in this review and attachment to employee questionnaires. "Group PDQ" completion by incumbents in the same class can be accommodated.
- **Collect PDQs and Supplements.** HR staff will collect completed forms, account for participation, and forward the material to RSG. The consultants will read all PDQs and Manager Supplements.
- **Conduct Employee Job Analysis Interviews.** RSG will work with HR to develop a schedule of employee video conference interviews and then conduct the interviews. We will seek to interview employees from every *current* classification. Group interviews will be scheduled for classes with multiple incumbents. *Not all employees* in multi-incumbent classes will need to be interviewed.
- **Prepare Preliminary Classification Plan Findings and Recommendations for Improvement.** RSG will evaluate all data gathered through planning meetings, PDQs, Manager Supplement forms and job analysis interviews to develop preliminary findings and recommendations on the District's classification plan.
- **Present Classification Plan Recommendations.** RSG will meet with Human Resources and senior management to review our Preliminary Classification Report, including class series, class architecture, titling protocols and position allocations to the recommended classifications. We will ensure classes are effectively grouped into class series and career ladders.
- **Prepare Draft Job Descriptions.** After meetings to resolve any issues on our classification thinking, RSG will finalize our classification structure report and prepare updated job descriptions in the format approved by the District. The draft job descriptions will be provided to the District for review and will include EEO categories and FLSA designations and will identify ADA requirements.
- **Notify Employees of Classification Recommendations.** RSG will work with the District to develop written materials that will effectively communicate the consultants' classification recommendations — and provide a draft copy of the pertinent job description — to all employees. The consultants will address and provide RSG input on any classification appeals.
- **Finalize and Present Final Report.** The consultants will prepare a final report of our classification and position allocation recommendations and present it to the District.

Compensation Phase

- **Prepare and Gain Agreement on the Compensation Survey Plan.** RSG will develop and present a recommended salary survey plan. It will address:

- ▶ The District’s compensation philosophy/policy.
 - ▶ The survey data-gathering methodology and organizations to be surveyed.
 - ▶ RSG’s proposed benchmark classes for salary survey comparisons.
- **Carry Out the Approved Survey Plan.** With the agreed-upon plan, RSG will conduct the salary survey and build an accurate comparison database.
 - **Document Salary Survey Results.** Our consultants will prepare data sheets and summary tables that display the competitive market salary range practices for the surveyed classes. We will meet with management to review survey findings and their implications.
 - **Conduct Internal Job Content Evaluations.** RSG will utilize both whole-job comparison analysis and an effective quantitative job evaluation process to determine the internal job content relationships between and among all District classes.
 - **Allocate Classifications into the District’s Salary Range Structure.** The consultant team will recommend salary schedule range assignments for all studied classes based on the classification information compiled, our internal job content relationship analysis, the market survey results, and an appropriately competitive market position. As an alternative, if desired, RSG will design improved salary grade structures. The District’s current structure does not have *consistent* differentials between and within ranges.
 - **Present the Compensation Recommendations.** RSG will review our salary recommendations with management. We will address any pay inequities and salary compression issues.
 - **Assist in Developing Implementation Strategies.** RSG will assist the District with thinking on an implementation strategy that aligns with the District’s philosophy, goals and budget considerations.
 - **Present Final Report.**

PRELIMINARY TIMELINE

This timeline has been developed to ensure there is adequate time for discussions with the District on deliverables, as well as time for management decision making and communication.

Study Element	Timing
Gather/review background information; planning meetings and briefings sessions with management and bargaining unit representatives; prepare PDQ and Manager Supplement.	March 1–15
Conduct employee orientation meetings; distribute PDQ.	March 16–25
Deadline for employees’ completed PDQs.	April 11
Managers review PDQ, complete Manager Supplement and forward to HR.	April 22
HR provides all PDQ material to RSG.	By April 27
RSG reviews PDQs; works with HR to schedule employee job analysis interviews.	April 28 – May 6
Conduct employee interviews.	May 9–25
Analyze classification input; compile, present and gain agreement on Preliminary Classification Recommendations Report.	May 26 – June 15
Prepare draft job descriptions.	June 15 – July 8
District reviews and provides feedback to RSG on job descriptions.	July 11–20
Employee communications on classification recommendations; any appeals process.	Week of July 25



Study Element	Timing
Prepare final classification report.	Early August
Prepare and gain agreement on compensation survey plan.	Week of June 20
Gather salary data from survey organizations; conduct survey benchmark comparability analyses; document results and salary range comparisons.	June 27 – July 29
Submit preliminary survey results report to District; participate in discussion meeting.	August 1–12
Conduct internal job content evaluations of District classifications; allocate all classes to grades/ranges.	August 8–26
Present preliminary salary recommendations to the District.	Late Aug – early Sept
Finalize compensation report and provide to the District; assist with thinking on implementation strategies.	September/October

As we discussed and agreed, the plan is to conduct all planning/communications meetings, job analysis interviews, report presentation/discussions, etc. , via video conferencing, saving the time and project costs of consultant travel to Patterson for onsite meetings.

CONSULTANT TEAM FOR THE STUDY

To ensure the project is accomplished along the proposed timeline, RSG will have available five of our consultants for the work, as needed:

- Allan Crecelius – RSG’s President (Project Manager)
- Gina Calderon – Senior Principal
- Thomas Mannle – Senior Principal
- Daniel Wilson – Senior Consultant
- Cynthia Banks – Senior Consultant

Brief bios are attached.

STUDY BUDGET

Based on the consultant hours RSG will need to commit for all the classification and compensation information/data gathering, analyses, documentation, recommendations development and presentations/discussions, professional fees are estimated to total **\$93,400**.

BILLING PROCESS

RSG invoices clients for professional fees incurred each month. Invoices will provide a description of the consulting work performed and deliverables during the period.

I am available to discuss any aspect of this proposal.

Best regards,

Allan