Contract

I.

This Contract (contract) is made and entered into by and between THE BOOTH LAW GROUP (Consultants/Attorneys), and ASSOCIATION OF CLASSIFIED EMPLOYEES (ACE).

The law of the State of California shall govern this contract. Any disputes regarding this agreement will be submitted to binding arbitration.

II.

The ACE hereby retains the Consultants/Attorneys to perform the Scope of Work (work) described in this contract, and the Consultants/Attorneys accept such retention pursuant to the express terms and conditions of this contract.

The work consists of the Consultants/Attorneys advising ACE on matters germane to collective bargaining, pursuant to the Educational Employment Relations Act commencing with Section 3540 of the Government Code, and advising ACE on matters regarding organizational development and leadership related to its role in a collective bargaining environment. The work further requires the legal representation, as determined by the solely by the Consultants/Attorneys for matters at initial stages of litigation and/or hearings. Legal representation may include interpretation of the law, representation before administrative bodies and legal proceedings in superior court. Appeals of administrative bodies and/or the superior court are not included in legal representation and will require additional remuneration, as is mutually agreed to by the parties. Whenever any representation is required, all actual costs associated to the representation will be paid by ACE.

The work does not require the Consultants/Attorneys to give ACE financial advice.

The Consultants/Attorneys is not an employee of ACE.

III.

Commencing July 1, 2021 and continuing uninterrupted each calendar month thereafter until June 30, 2024 for the duration of this contract, ACE shall pay the Consultants/Attorneys a stipend in the amount of $9,750 (nine thousand seven hundred fifty dollars), and each such payment shall be made on or before the first day of the calendar month in which it is due. The Consultants/Attorneys will provide ACE with an invoice for services on a monthly basis during the term of this contract.

ACE shall make all payments to the Consultants/Attorneys pursuant to this contract, paid to the order of Bradley G. Booth.

IV.

For purposes of this contract the term "notice" means, only those communications required for an early termination of this contract and shall be delivered to the "party" either by U.S. Mail or in-person. No other system of notice delivery shall be proper or valid.

V.

For all purposes regarding this contract, each notice addressed to the Consultants/Attorneys shall be delivered to them at 253 North Ave, Aptos, California 95003. For all purposes regarding this contract, the agent of ACE is its current president, and each notice addressed to ACE shall be addressed to its current president, and delivered to them at their current work address in the district.

Should the business mailing address of either party to this contract, change during the term of this contract, the party initiating such change shall immediately thereupon, give notice of the change to the other party to this contract.

VI.

This contract shall only be amended or modified by prior express written agreement of each party to this contract, and then, only to the extent the amendment or modification is described in writing, signed and dated by each such agent before it is effective.

VII.

Should ACE terminate this contract prior to its stated expiration date, or choose to allow this contract to expire absent a successor contract, ACE shall give notice of such decision not later than, ninety calendar days immediately prior to the early termination date or expiration date of the contract, whichever comes first. If ACE wishes to sever the contract prior to its expiration date, it shall pay the Consultants/Attorneys a lump sum payment equal to three months of the stipend, and may terminate the agreement immediately. ACE shall also pay Consultants/Attorneys for any expenses that have not been paid as of this date.

Consultants/Attorneys may terminate this agreement after giving ACE ninety days notice. If after receipt of the notice ACE wishes to terminate the agreement earlier than the ninety days it may do so by paying a lump sum payment to Consultants/Attorneys of either the ninety days or whatever time is left of the ninety days when it tenders the payment.

VIII.

This contract constitutes the entire agreement between the consultants, attorneys and ACE regarding subjects described herein, and this contract supersedes all prior agreements, oral and written, pertaining to those subjects.

IX.

This contract is effective July 1, 2021 and remains in full force and effect through June 30, 2024. This contract is executed this ___day of _____, 2021, by the agent of each party to this contract described below:

_____ _____
BRADLEY G. BOOTH Date Signed

_____ _____
CHRIS WHITE Date Signed
ACE, President