

CULVER CITY UNIFIED SCHOOL DISTRICT

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
(SPECIAL SERVICES)**

CONSULTING SERVICES

This Independent Contractor Agreement for Special Services (“Agreement”) is made as of the _____ day of _____ in the year 201____, between the Culver City Unified School District (“District”) and [INSERT CONSULTANT] (“Contractor”) (together, “Parties”).

WHEREAS, the 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 those persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District related to planning for potential general obligation bond measure and/or a future parcel tax measure;

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services to the District related to pre-election planning and community outreach with regard to a potential bond measure (“Services”), including the following:
 - (a) Assist the District in deciding the feasibility of a bond measure for either the June 4, 2014 election or a subsequent election; Assess and advise District regarding potential support and opposition to a measure based on review of research and opinion poll data;
 - (b) Meet with various District stakeholders (staff, administrators, teachers, parents), planning committees and task forces to measure their potential support for a bond measure and advise the Superintendent and the Board of their opinions; Meet with a broad array of community and business leaders to measure their opinions of the District, its management, and the feasibility of a bond measure and advise the Superintendent and the Board of their opinions;
 - (c) Advise District staff and committees, as necessary, in the overall feasibility of developing a successful measure and methods for communicating facilities needs to larger community;
 - (d) Coordinate or prepare informational (non-advocacy) materials to assist District in informing local community members and groups about District facilities needs and priorities, financial needs and funding, and the reason for a bond measure;

- (e) Assist District in prioritizing facilities and financial needs; Review information and facilities data, including Long Range Facilities Master Plan, to assist in preparation of a ballot measure, bond project list, and other collateral measure-related materials for Board of Education consideration in calling a bond election;
- (f) Coordinate and collaborate with other District consultants as needed, including without limitation financial advisor, legal counsel, bond counsel, and architect.

2. No Campaign Services Performed at District Expense. The Services for which Contractor shall be compensated under this Agreement and by the District shall relate to District election planning only, as permitted by Education Code Section 7054 et seq. and applicable law. Contractor shall not perform services pursuant to this Agreement, or with use of any District resources (staff time, facilities, equipment, services, or supplies) that are in furtherance of a measure campaign or fundraising in support of the passage of a bond measure. Contractor's specific activities and tasks shall be subject to review and audit by the District on an ongoing basis to ensure compliance with this Section. Contractor shall not be prohibited from separately performing work related to a citizen's campaign and fundraising effort to the extent that District resources, funds, services, supplies or equipment are not used, nor shall Contractor be precluded from performing such work after the termination of this Agreement.

3. Term. Contractor shall commence providing Services under this Agreement on _____ __, 201__, and will diligently perform as required or requested by District. The term for these Services shall expire on _____ __, 201__, or the date on which the Board of Education calls a bond election, whichever occurs earlier.

4. Submittal of Documents. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement
NA	Workers' Compensation Certificate
X	Insurance Certificates and Endorsements
	W-9 Form

5. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of _____ Dollars (\$_____). Payment for the Services shall be made for all undisputed amounts in installment payments within forty five (45) days after the Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

6. Expenses. District shall not be liable to Contractor for any costs or expenses that have not been approved in advance of the incurrence of such costs or expenses.

7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees,

agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

- 8. Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
- 9. Standard of Care.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 10. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 11. Termination.**
 - 11.1 Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2 Without Cause By Contractor.** Contractor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for Services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of Services to District. Contractor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 11.3 With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (a) material violation of this Agreement by the Contractor; or
 - (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - (c) Contractor is adjudged a bankrupt, Contractor makes a general

assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11.4** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification.

- 12.1** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

- 12.2** To the furthest extent permitted by California law, District shall, at its sole expense, defend, indemnify, and hold harmless the Contractor, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement, unless the claims are caused by the negligence or willful misconduct of the indemnified parties. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

13. Insurance.

13.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- (a) Commercial General Liability. Commercial General Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
- (b) Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

13.2 Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- (c) An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- (d) All policies shall be written on an occurrence form.

13.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

14. Assignment/ Subcontract. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Contractor may enter into subcontracts with other entities or firms for the purpose of performing portions of the Services if approved by District in advance. Contractor shall be solely responsible for the work and payment of subcontractors.

15. Conflict of Interest. Contractor shall not make or participate in making or in any way attempt to use Contractor's position to influence a District decision in which the Contractor knows or has reason to know Contractor has a financial interest other than the compensation promised by this Agreement. Contractor represents that Contractor

has diligently conducted a search and inventory of Contractor's economic interests and has determined that Contractor does not have an economic interest that would conflict with Contractor's duties under this Agreement. Contractor will not have such an interest during the term of this Agreement.

- 16. Compliance With Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 17. Permits/ Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 18. Safety and Security:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 19. Employment With Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 20. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 21. Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if the Contractor has any significant contact with pupils. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1.
- 22. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this

Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- 23. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 24. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
ATTN: Superintendent

Contractor

[Name of Consultant]
{ Street Address}
[City, State Zip]
Attn: [Name]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 25. Integration/ Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
- 27. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Culver City Unified School District

[Name of Consultant] ("Contractor")

Date: _____, 201_

Date: _____, 201_

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Information regarding Contractor:

Contractor: _____

_____:

License No.: _____

Employer Identification and/or Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State:
- ____ Limited Liability Company
- ____ Other: _____

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.