



INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT
between
CONEJO VALLEY UNIFIED SCHOOL DISTRICT
and

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE TRUSTEES AND EXECUTED BY THE SUPERINTENDENT OR AUTHORIZED DESIGNEE

Purchase order #
Requisition #

This Services Contract ("Contract") is made by and between Conejo Valley Unified School District ("District") and _____ ("Contractor").

CONTRACTOR DATA

Contractor Name:
Address:
City, State, ZIP:
Telephone:
Facsimile:
Email:

Contractor certifies under penalty of perjury that Contractor is a

- Sole Proprietor Corporation Limited Liability Company
 Partnership Nonprofit Corporation Other [describe: _____]

1. Recitals. Whereas:

- a. Contractor. Contractor is an experienced and properly certified/licensed to provide the services described herein, and is familiar with the plans of District.
- b. Project. District desires to engage Contractor to render its services for _____ (the "Project").
- c. General Scope of Services. Contractor promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit B (Statement of Work) attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Term and Termination. This Contract becomes effective on _____. Unless earlier terminated as provided below, this Contract shall continue through _____.

3. Detailed Description of Services / Statement of Work. Describe fully the services that Contractor will provide, or add and attach Exhibit B to this Agreement.

4. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A Payment Terms and Pricing

Exhibit B: Statement of Work

5. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

\$0; no expenses will be reimbursed under this Contract.

OR

District shall pay up to \$_____ for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide original invoices to District within 30 days of cost occurrence to be reimbursed.

OR

Other (explain): _____

b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any)***, the maximum total payment under this Contract is \$_____; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

c. Payment Calculation (Please select the pay rate from the drop down box):

District shall pay Contractor at a rate of \$_____ per _____.

OR

District shall pay Contractor as described in attached Exhibit A

d. Invoicing (please check one):

Contractor shall invoice District upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

OR

Other: Invoicing and payment shall be as follows: _____
Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

INVOICES MUST INCLUDE:

- Invoice Date
- Dates of service
- Detailed description of service
- Payment rate
- Total payment due
- Remit to Address
- Vendor Name
- Contact Information

6. Other Payment Issues.

- a. **Method of Payment:** Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. **Payment on Early Termination:** Upon termination pursuant to Section 14 (Early Termination), District shall pay Contractor as follows:
 - (i) If District terminates this Contract for its convenience under Section 14(a) or 14(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - (ii) If Contractor terminates this Contract under Section 14(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - (iii) If District terminates this Contract under Sections 14(c) or 14(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.

7. Cost Adjustments. Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.

8. Independent Contractor Status. By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <https://www.dir.ca.gov/public-works/CaliforniaPrevailingWageLaws.pdf> Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Contractor will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.

9. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.

10. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

11. No Third Party Beneficiaries. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

12. Other Contractors. District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.

13. Nonperformance. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

14. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:

- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
- b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
- c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
- d. Contractor Licensing, etc.: Notwithstanding Section 14.c, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
- e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

15. Remedies. In case of Contractor breach and in addition to the provisions of Sections 13 and 14, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

16. Errors and Warranty. Contractor hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District. Contractor shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

17. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

18. Ownership of Work Products. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*

19. Work Performed on District Property. Contractor shall comply with the following:

- a. **Identification:** When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- b. **Sign-in Required:** As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. **No Smoking:** All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. **No Drugs:** All District properties are drug-free zones.
- e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

20. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures. Contractor shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Contractor's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

21. Unsupervised Contact with Students. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by District policy, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Contractor will work with District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District before beginning any work that could result in such contact. Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who may have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Contractor shall pay all fees for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.

22. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances in accordance with the law, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Contract must be used only for the purposes identified in this Contract.

Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or Contractors in violation of the provisions of this Agreement.

23. Security. Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

24. Employee Removal. At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.

25. Compliance with Applicable Law. For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

26. Indemnification.

- a. Contractor shall defend, indemnify, and hold harmless ("Indemnification") the District, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, damages, expenses, demands, claims, actions, or judgments (including attorney and legal fees) recovered or made against District for any damage, injury, or death to persons or damage to property arising out of any act, failure to act, omission, professional error, fault, mistake, negligence, gross negligence or gross misconduct, of any and every kind, of the contractor, its officers, employees, agents, or subcontractors (of all tiers) related to Contractor's performance under this Contract. Contractor's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's Indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its officers, directors, employees, volunteers, or agents. District will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim. District assumes no responsibility whatsoever for any property placed on District premises by Contractor, Contractor's agents, employees or subcontractors. Contractor further hereby waives any and all rights of subrogation that it may have against the District.
- b. Contractor shall defend, indemnify and hold harmless the District, its officers, directors, agents, volunteers, and employees from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the Products or Work Product or that the District's use of the Products or Work Product infringe or misappropriate the intellectual property rights of any third party. This provision requires, among other things, that Contractor defend the District in any such action. Contractor's Indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its officers, directors or employees.

27. Insurance. The Contractor shall, at its sole cost and expense, procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:

- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection. The District, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitations on the coverage afforded to the District, its Board of Trustees, and their officials, employees, and agents.
- b. If Contractor is providing services that require Contractor to transport District personnel, students, or property, commercial automobile liability insurance covering symbol 1, "Any Auto", in an amount not less than \$1,000,000 combined single limit.
- c. Automobile Liability Coverage. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One million dollars (\$1,000,000) combined single limit for each occurrence. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to this Agreement. This coverage may also be provided on the Contractors Pollution Liability policy.
- d. Pollution Legal Liability Coverage. Contractor shall maintain Contractor's environmental liability insurance, Pollution Legal Liability insurance, with limits in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate covering claims for on-site, under-site, or off-site bodily injury and property damage and regulatory fines as a result of pollution conditions arising out of its operations under this Agreement.
- e. Workers' compensation insurance as required by the California Labor Code and Employer's Liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.
- f. Professional Liability / Errors & Omissions (E&O) liability. If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within three years after this Contract is completed or otherwise terminated according to its terms.
- g. Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:
 - (i) Insurer with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent.
 - (ii) For Worker's Compensation only, admitted (licensed) in the State of California.
- h. Verification of Coverage. The Contractor shall furnish to the District the documentation set forth in paragraph g. below prior to the effective date of the Contract and, at least 30 days prior to expiration of the insurance required herein, furnish to the District renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all insurance required herein at any time. The Contractor shall notify the District in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.
- i. Documentation Required. The certificates and endorsements shall be received and approved by the District before Work commences. As an alternative, the Contractor may submit certified copies of any policy that includes the required endorsement language set forth herein.
- j. General liability insurance endorsement. The following are required:
 - (i) ADDITIONAL INSURED endorsement naming the District, its Board of Trustees, and their officials, employees, volunteers, and agents as additional insureds.
 - (ii) CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - (iii) CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the District, its Board of Trustees, or their officials, employees, volunteers, or agents as respects operations of the Named Insured. Any insurance maintained by the District, its Board of trustees, or their officials, employees, volunteers, or agents shall be in excess of Contractor's insurance and shall not contribute to it.

- (iv) SEVERABILITY OF INTEREST endorsement which provides that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the District, its Board of Trustees, or their officials, employees, volunteers, or agents.
- k. Workers' compensation and employer's liability insurance endorsements. The following are required:
 - (i) CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - (ii) WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the District, its Trustees, and their officials, employees, volunteers, and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the District.
- l. Self-insured programs and self-insured retentions. Approval. Any self-insurance program, or self-insured retention must be approved separately in writing by the District's Risk Manager and shall protect the District, its Board of Trustees, and their officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions.
- m. Legal Defense. The Contractor is expressly obligated to provide for the legal defense and investigation of any claim against the District as an additional insured and for all costs and expense incidental to such defense or investigation.
- n. Subcontractors. The Contractor shall require that all subcontractors meet the requirements of this Section and Section 26 unless otherwise agreed in writing by the District's Risk Manager.
- o. No Limitation on Liability. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract. Contractor understands and agrees that, notwithstanding any insurance, Contractor's obligation to defend, indemnify, and hold District, its trustees, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of Contractor, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by Contractor, or the Contractor's use, misuse, or neglect of the District's premises.
- p. Waivers and Modifications. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District's Risk Manager.
- q. Changes in Insurance Requirements. Not more frequently than once annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Contractor shall amend the insurance coverage as required by District's Risk Manager or designee.

28. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

29. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

30. Conflict of Interest. Contractor shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the District, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Contractor shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 31. Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor must make a good faith effort to contact and utilize Disabled Veteran Business Enterprise, or DVBE, subcontractors or subcontractors and suppliers in securing bids for performance of the Contract and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subcontractors and suppliers and identify DVBE firms utilized in performance of the Contract.
- 32. Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's students. The Contractor shall also ensure that its Contractors on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Contractor's employees, or those of any other Contractors, coming into contact with the District's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.
- 33. Confidentiality.** Contractor hereby acknowledges that certain records and information maintained by the District, or by Contractor on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by District in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.
- 34. Controlling Law; Venue.** The parties agree that California law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Ventura County, California.
- 35. Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 36. Accessibility of Information Technology.** Contractor represents and warrants that any software/ hardware/ communications system/ equipment (collectively "technology"), if any, provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with Voiceover on iOS devices in addition to meeting WCAG 2.0 level AA. If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, District will provide Contractor with notice of such allegation and Contractor shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant or non-accessible, Contractor shall indemnify, defend and hold harmless the District from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims. Contractor shall also fully indemnify District for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the Contractor's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.
- 37. Public Retirement System Retirees.** Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).

(Click to select): CalSTRS CalPERS Retired: _____

38. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

39. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in [insert the desired place of arbitration] before [one/three] arbitrator(s). The arbitration shall be administered by Ventura Center for Dispute Settlement (VCDS) pursuant to its arbitration rules and procedures, if any. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

40. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

41. Notices. All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

DISTRICT

Signature

Signature

Contractor Printed Name and Title

Printed Name and Title

Date

Date

MAIL CORRESPONDENCE TO

Conejo Valley Unified School District
1400 East Janss Road
Thousand Oaks, CA 91362

EXHIBIT A
PAYMENT TERMS AND PRICING

EXHIBIT B
STATEMENT OF WORK