

CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2775)

1. The person or entity is free from the control and direction of the district in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the district providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.

All consultant contracts shall be brought to the Board for approval..

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

CONSULTANTS (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

*Legal Reference:*EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

Legal Reference: (continued next page)

CONSULTANTS (continued)

Legal Reference: (continued)

12940 *Unlawful employment practices*

53060 *Contract for special services and advice*

82019 *Designated employee*

87302 *Conflict of interest code*

LABOR CODE

2775-2785 *ABC three-part test: employees and independent contractors*

UNEMPLOYMENT INSURANCE CODE

606.5 *Determination of employment status*

621 *Employer and employee defined*

CODE OF REGULATIONS, TITLE 2

18700.3 *Consultant*

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Policy
adopted: October 27, 2020
revised: May 25, 2021

VISALIA UNIFIED SCHOOL DISTRICT
Visalia, California

*Contracts over \$1,000 Require Board Approval/Superintendent Signature
Board Approval Date: _____



5000 West Cypress Avenue
Visalia, Ca 93277

REQUEST FOR APPROVAL OF CONSULTANT SERVICES

School Site/Department: _____ Date: _____

Name of Person Requesting Service: _____

Consultant Information

Consultant's Name: _____

Consultant's Job Title: _____

Consultant's Address: _____

Consultant's Background: _____

Is Consultant a CalSTRS/PERS Retiree: YES CalSTRS CalPERS NO

Service Information

Date(s) of Service: _____ Hours of Service: _____

Specify what services consultant will be providing: _____

Audience Receiving Service (i.e. students, parents, administrators): _____

Grade Level if Applicable: _____ Number in Audience: _____

No Student Contact Minimal Student Contact More than Minimal Student Contact

(Consultant is required to attach company letterhead that includes names, date of birth, and Department of Justice clearance date of individuals who will have contact with students.)

Payment Information

Budget Account Number: _____ Amount: \$ _____

Budget Account Number: _____ Amount: \$ _____

Budget Account Number: _____ Amount: \$ _____

Method of Payment: Single Payment Installment Total: \$ _____

(If annual cost exceeds \$600, W9 & EDD Form required.)

Approvals

(Board approval required for contracts over \$1,000)

Site Administrator/Supervisor: _____

Director of Finance (necessary if CalSTRS/CalPERS Retiree): _____

Dept. Administrator: _____

HRD Administrative Official: _____



CONSULTANT SERVICES AGREEMENT

This CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into effect on: _____, 20__ (the "Effective Date"), by and between the Visalia Unified School District ("District") and _____ ("Consultant").

1. **Consultant Services.** Consultant agrees to provide the following services and/or products to District (collectively, the "Services"):

Attach/Sign additional pages, as needed.

In the event of a conflict between any page(s) attached to this Agreement (or subsequently prepared invoice) and the terms of this Agreement, this Agreement shall control.

Check one of the following:

A. The Services will be performed by Consultant on the following date(s) and at the following location(s):

Date(s): _____

Location(s): _____

B. The Services will be performed by Consultant according to invoice(s) approved and signed by the District. *A template invoice is attached as Exhibit A.*

2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant's employees, agents or volunteers (the "Consultant Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant shall provide proof of such licenses, credentials, permits or any other required qualifications upon reasonable request of District. Consultant and any Consultant Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on _____, 20__, and shall terminate upon completion of the Services, but no later than _____ ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties.

4. **Termination.** District may terminate this Agreement for convenience at any time by giving thirty (30) days advance written notice to Consultant. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if Consultant materially breaches any of the terms of this Agreement, any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Consultant is adjudged a bankrupt, Consultant

makes a general assignment for the benefit of creditors or a receiver is appointed because of Consultant's insolvency. Written notice of termination by the District Superintendent, or designee, shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. Such termination shall be effective immediately upon Consultant's receipt of the notice. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

5. **Payment of Fees for Services.** District agrees to pay Consultant fees at the rate(s) provided below for Services satisfactorily performed:

Check one of the following:

- A. \$ _____ per _____. (*e.g., per hour, per day, per week, etc.*)
- B. The rate payable for Services performed by Consultant shall be according to the attached schedule, which shall be approved and signed by the District.

Consultant shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Consultant shall not exceed \$[_____]. Any work performed by Consultant in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests.

Consultant shall invoice District for services rendered [*check one of the following*]:

- A. Following completion of all Services to be performed by Consultant under this Agreement.
- B. As Services are performed by Consultant according to the schedule set forth in Paragraph 1.
- C. In the following intervals or installments: _____ (*e.g., monthly, quarterly, annually, etc.*).

6. **Expense Reimbursement.** Except as provided below, District shall not reimburse Consultant for any Expenses. “Expenses” means Consultant’s out-of-pocket expenses incurred in performance of the Services, including inputs, equipment, materials, transportation, mileage, travel fare, living expenses in connection with out-of-town travel, long distance communications, fax, reproduction expense (excluding expense for reproduction for Consultant’s office use), postage, messenger fees, and the like, unless expressly identified as a Reimbursable Expense or as part of the Services.

Notwithstanding the above, District will reimburse Consultant for Consultant’s actual out-of-pocket expenses, without mark-up, identified below (“Reimbursable Expenses”):

Attach/Sign additional pages, as needed.

Consultant’s total reimbursement for Reimbursable Expenses shall not exceed \$ _____, which is Consultant’s estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Consultant in excess of the Reimbursable Expenses amount set forth above shall not be compensated without prior written authorization. District agrees to pay

Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests. Consultant shall invoice District for Reimbursable Expenses as provided in Paragraph 5.

7. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, the Consultant Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant Parties' use of the site, Consultant's or the Consultant Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Consultant's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against District arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of District. The indemnification provided for in this section also includes any claims that may be made against the District by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against District alleging civil rights violations by Consultant under the California Fair Employment and Housing Act.
8. **Equipment and Materials.** Except as provided below, Consultant, at its sole cost and expense and without reimbursement by District, unless expressly stated in Paragraph 6, shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services.

District agrees to provide the following Equipment to Consultant ("District Equipment"):

Attach/Sign additional pages, as needed.

Consultant shall only permit qualified and trained personnel to operate District Equipment. District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any District Equipment used by Consultant or the Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Consultant shall be required to carry additional insurance coverage or other security for the use of District Equipment as required by District policies for such use.

9. **Insurance.** Without in any way limiting Consultant's liability, or indemnification obligations set forth herein, Consultant shall secure and maintain throughout the Term of this Agreement insurance consistent with the requirements contained in Exhibit B. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District.
10. **Independent Contractor Status.** Consultant, in the performance of this Agreement, shall be and act as an

independent contractor. Consultant is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of District's business. Consultant is free from the control and direction of District in connection with the manner of performance of the work. Consultant understands and agrees that Consultant and the Consultant Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature provided to employees of District and/or to which District's employees are entitled. Consultant agrees to advise everyone it designates or hires to perform any duty under this Agreement that they are not employees of District.

11. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Consultant 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 Consultant and the Consultant Parties and otherwise in connection with this Agreement.
12. **Retirement.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement consequences to the Consultant or Consultant Parties. The Consultant shall assume sole responsibility and liability for any and all retirement consequences that may result from this Agreement, including, but not limited to, all retirement consequences stemming from any payments made to the Consultant as a result of the *termination without cause* provision of this Agreement, retirement payments, expense reimbursements, automobile allowances, and payments for insurance.

Further, the Parties agree as follows [*check one of the following*]:

- A. Consultant represents that Consultant and Consultant Parties are neither CalPERS nor CalSTRS retirees.
- B. CalSTRS Post-Retirement Employment Notice. The Parties acknowledge that the Consultant is a CalSTRS retiree and is subject to post-retirement employment restrictions. *See attached Exhibit C.*
- C. CalPERS Post-Retirement Employment Notice. The Parties acknowledge that the Consultant is a CalPERS retiree and is performing the services set forth in this Agreement as an independent contractor, with no employer-employee relationship existing between the District and Consultant. Prior to Consultant beginning the services set forth in this Agreement, a formal, written independent contractor determination must be made by CalPERS, establishing the Consultant is an independent contractor and can work without post-retirement restrictions. *Attached as Exhibit D is the CalPERS Notice of Exclusion.*
13. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall, at all times, comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:
- A. Consultant and the Consultant Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.
- B. The following Consultant and Consultant Parties have **more than limited contact** (as determined

by District) with District students during the Term of this Agreement. *Consultant is required to attach company letterhead that includes the name, date of birth, and Department of Justice clearance date of all individuals who will have contact with students.*

If Box 13B. is checked, Consultant and Consultant Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Consultant and Consultant Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the representations set forth above, or Consultant or Consultant Parties add personnel, Consultant shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any contact is permissible.

14. **Tuberculosis Certification.** Consultant and the Consultant Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A. Consultant and Consultant Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Consultant and Consultant Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: *See attached letter from a licensed medical professional.*

If Box 14B. is checked, Consultant shall maintain on file the certificates showing that the Consultant and Consultant Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Consultant and Consultant Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

15. **Confidential Information.** Consultant shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited, to student names and other identifying information. Consultant shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Consultant shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** District is relying on the skill, training, and experience of Consultant and its employees, and as such Consultant shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Consultant.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of

competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to Consultant at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.
21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, Education Code section 49406, confidentiality of records, and others. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.
22. **Non-Discrimination.** Consultant shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, or any other protected class or characteristic.
23. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost profits that may be claimed by Consultant in connection with this Agreement.
24. **Time.** Time is of the essence to this Agreement.
25. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy. Furthermore, the failure of District to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so.
26. **Records and Audit.** Consultant shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.



- 27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity. Accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.
- 29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures bind the respective parties to this Agreement.
- 32. **Headings.** Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.
- 33. **Ratification by School Board.** This Agreement shall not become effective and enforceable unless and until it has been ratified and approved by the Governing Board of District.

VISALIA UNIFIED SCHOOL DISTRICT

CONSULTANT

Name: _____

Name: _____

Title: _____
(HRD Administrative Approval/Superintendent)

Title: _____

Signature: _____

Signature: _____

Address for District Notices:
5000 West Cypress Avenue
Visalia, CA 93277

Address for Consultant Notices:

EXHIBIT A

E 3600(i)

**VISALIA UNIFIED SCHOOL DISTRICT
5000 WEST CYPRESS AVENUE
VISALIA, CALIFORNIA 93277**

INVOICE/CONSULTANT SERVICES

Date: _____ Purchase Order Number: _____

Services rendered as follows: _____

Date(s) of Service: _____

TOTAL CONSULTANT COSTS

Basic Contract Amount: \$ _____

Other Expenses (*Itemize - i.e. mileage, lodging, other incidentals*):

_____ \$ _____

_____ \$ _____

(*Total Payments Will Not Exceed Claim Amount*) TOTAL CLAIM: \$ _____

Make Check Payable to: _____

Mail to: _____

Name

Address: _____

Number/Street

City/State/Zip Code: _____

Signature of Consultant

Federal ID Number

Note: Consultant must complete W-9 Form before payments can be made.

Section for Visalia Unified School District Use Only

I hereby certify the services described above have been rendered.

Signed: _____

Title: _____

Note: When services have been rendered, submit to Accounts Payable for payment.

Insurance Requirements

You will provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, your performance under the Agreement, your agents, representatives, employees or subcontractors, if applicable.

1.0. Minimum scope and Limits of Insurance

- 1.1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000. *(Note: VUSD must be added as “additional insured” on certificate of liability.)*
- 1.2. Comprehensive Automobile Liability Insurance (if applicable) of \$ 1,000,000 per accident.
- 1.3. Workers' Compensation and Employer's Liability Insurance as required by law.
- 1.4. Professional Errors and Omissions Insurance of \$ 1,000,000 per claim/\$3,000,000 Aggregate. *(Note: If Professional Errors and Omissions insurance is provided, VUSD should not be named as “additional insured” on certificate of liability.)*

2.0 Specific Provisions of the Certificate

- 2.1 The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must meet the following requirements:
 - 2.1.1 Name the District, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - 2.1.2 State that such Insurance for additional insureds will apply as primary insurance and any other insurance we maintain will be excess.
 - 2.1.3 Provide that coverage will not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to us.
- 2.2 The Certificate of Insurance for Workers Compensation must include the following waiver of subrogation:
 - 2.2.1 Waiver of Subrogation. You waive all rights against us and our agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability.

3.0 Deductibles and Self-insured Retentions

The District Risk Manager must approve any deductible or self-insured retention that exceeds \$10,000.

4.0 Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards is subject to our approval by the District Risk Manager or District Risk Manager's designee.

5.0 Verification of Coverage

Prior to our approval of this Agreement, you will file with the Superintendent of the District, certificates of insurance with original endorsements effecting coverage in a form acceptable to us. We reserve the right to require certified copies of all required insurance policies at any time.



EXHIBIT C

CalSTRS Retiree Notice Requirement

The parties acknowledge that the Consultant is a CalSTRS retiree and will be performing retired member activities normally performed by employees of a CalSTRS employer, and therefore is subject to post-retirement employment restrictions set forth in Education Code sections 24114, 24116, 24214, 24214.5, 24215, 22461, and 45134. The Consultant agrees that paragraphs (i) through (v) below satisfy all notice requirements imposed by law. Consultant declares that prior to signing this Agreement, Consultant is apprised of relevant data and received independent advice and counsel regarding the state and federal tax and retirement consequences of this Agreement.

- i. Fiscal Hours Limitation. The Consultant is subject to the annual earning limitation set by CalSTRS, as that limit may change from time to time. For the 2018-2019 fiscal year, the earning limit is set at Forty-Five Thousand Twenty-Two Dollars (\$45,022). Consultant shall be solely responsible for monitoring the earning limits in order to ensure compliance with this limit. If the Consultant exceeds the annual earnings limit set by CalSTRS, Consultant shall be solely liable for any penalties or re-payments imposed by CalSTRS on either the Consultant or the District as a result of exceeding this limit.
- ii. Unemployment Insurance Payment. The Consultant represents to the District that Consultant did not receive any unemployment insurance payments in the preceding twelve months prior to the Effective Date.
- iii. 180 Day Waiting Period. The Consultant represents to the District that as of the Effective Date at least 180 days have passed since the Consultant retired from the CalSTRS system.
- iv. CalSTRS Retirement Incentive Program. The Consultant represents to the District that he/she has not received an incentive to retire under the CalSTRS Retirement Incentive Program.
- v. Special Skills. The Parties agree that Consultant cannot work in a classified position, except as a teacher's aide. The Parties also agree that Consultant possesses specialized skills as outlined in Section 1. Further, Consultant represents that he/she possesses the credentials required to perform the duties set forth in this Agreement.

Signature of Consultant

EXHIBIT D

CalPERS NOTICE OF EXCLUSION FROM CALPERS MEMBERSHIP