

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
(Non-construction Related)

THIS AGREEMENT is made and entered into on Oct. 4th, 2018 ("Agreement"),
by and between and **Mountain View Whisman School District** ("District") and The Green Room
("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with 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. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. As indicated in Exhibit "A" or as follows:

Direction and choreography of Musical.

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

Contractor is providing services for a total flat fee of: \$ 10,000.00 ; or

Contractor will provide a maximum number of hours of service at a rate of \$ _____
per hour for a total not to exceed \$ _____ ; or

Other: _____

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

Agreement Time. The Services shall commence on Aug. 13th 2018 and

shall be completed by Nov. 18th, 2018. ("Agreement Time")

3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

Signed Agreement

Insurance Certificates & Endorsements

W-9 Form

4. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
750-A San Pierre Way,
Mountain View, CA 94043
Attn: Associate Superintendent/CBO

Contractor: 127 Dartmouth Rd.
San Mateo, CA 94402

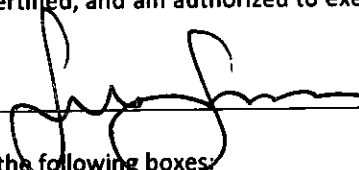

Attn: Maggie Cole

5. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below **must** be checked:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials:



INITIAL HERE:

sg

6. **Tuberculosis (TB) Screening.** Check one of the following boxes:

The District has a statement of TB Clearance on file for each person.

Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: MC (Contractor initials). INITIAL HERE: SS (District Representative initials)

7. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

8. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: MC (Contractor initials).

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

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

Employer Identification and/or Social Security Number: 47 - 1042267

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

BUDGET CODE: 4310-1000-011-0131

Project Approvals Required Prior to Contract Start Date

<u>Requesting Administrator/Authorized Signer:</u>	<u>Contractor:</u>
<p>Mountain View Whisman School District</p> <p>Dated: <u>10/24/18</u>, 20<u>18</u></p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Sonia Gomez</u></p> <p>Print Title: <u>Principal</u></p>	<p>Contractor Name: <u>The Green Room</u></p> <p>Dated: <u>Oct. 4th</u>, 20<u>18</u></p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Maggie Cole</u></p> <p>Print Title: <u>Theater Director</u></p>

DISTRICT USE ONLY	
Authorized Signer (if not above):	Budget Program Coding:
<p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	<p>Program Code(s): _____</p> <p>_____</p> <p>_____</p>
Superintendent/Designee	Board of Trustees Action:
<p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	<p>Board of Trustees Meeting Date: <u>11-15-18</u></p> <p>For Contract: <u>Review</u> Ratification</p>