

# CONTRACT FOR SERVICES

This AGREEMENT made this 17th day of May, 2019, between:

LEMOORE UNION HIGH SCHOOL DISTRICT (LUHSD), having a principal place of business at 5 Powell Avenue, Lemoore, CA 93245

And

**CONTRACTOR:** David Goldsmith, having a principal place of business at 4932 W Arrezzo Ave., Visalia, CA 93291

## ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on July 1, 2019, and will continue in effect through June 30, 2020, unless terminated or changed in accordance with the provisions of Article 7 of this agreement. This agreement and its terms will supersede any previous agreements in effect as of July 1, 2019.

## ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of LUHSD. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LUHSD and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

## ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

### Specific Services

Section 3.01. Contractor agrees to prepare and submit all forms and supporting documentation pertaining to the USAC E-Rate program with the understanding that the school district provide the necessary back up for said documentation in a timely manner. Contractor agrees to manage and complete PIA reviews for all FRN's for any E-Rate program year where applicable. Contractor agrees to provide support for Selective reviews,

program audit preparation, billing and reimbursement documentation, and vendor evaluation and communication. Any additional support or services not explicitly included in this scope of work will require a separate agreement or addendum.

### **Method of Performing Services**

Section 3.02. Contractor will determine the method, details and means of performing the above-described services. LUHSD shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

### **Employment of Assistants**

Section 3.03. Contractor may, at the Contractor's own expense; employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. LUHSD may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholdings.

### **Place of Work**

Section 3.04. Unless specified in Section 3.01, Contractor shall perform the services required by this agreement at any place or location and at such times as Contractor shall determine.

## **ARTICLE 4. COMPENSATION**

Section 4.01. In consideration for the services to be performed by Contractor, Lemoore Union High School District agrees to pay Contractor \$2,500.00. This compensation will be paid to Contractor in two payments, distributed at the intervals defined in Section 4.03.

### **Invoices**

Section 4.02. Contractor shall submit invoices for partial payments as defined in Section 4.03.

### **Method of Payment of Compensation**

Section 4.03. Contractor will invoice the LUHSD for this service at two intervals during the contract year, July 1, 2019 through June 30, 2020. The first payment of \$1500 will be invoiced at the onset of the agreement. The second payment of \$1000 will be invoiced after the certification of Forms 471 for the current E-Rate cycle, in March of the contract year.

Remittance will be due and payable at time of invoicing, and will be considered late after thirty (30) days from the date of the invoice.

### **Expenses**

Section 4.04. Contractor shall be responsible for all costs and expenses incident to the performance of services for LUHSD, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business. LUHSD shall be responsible for no expenses incurred by Contractor in performing services for LUHSD with the exception of binders, to store E-Rate materials, that will be returned to LUHSD when completed.

## **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

### **Tools and Instrumentalities**

Section 5.01. Contractor will supply all tools and instrumentalities required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment, or services from LUHSD.

### **Worker's Compensation**

Section 5.02. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify LUHSD for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

### **Indemnification of Liability**

Section 5.03. Contractor shall indemnify and hold LUHSD harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

### **Confidentiality and Nondisclosure**

Section 5.04. During the term of this agreement, Contractor recognizes that confidential information, including confidential student demographic information (NSLP participation count, etc.) and other data may be disclosed to Contractor by the LUHSD both in written form and in oral discussions. All information and materials acquired by the Contractor, directly or indirectly, from the LUHSD, shall be and remain confidential and shall not be disclosed to third parties without the prior, written approval of the LUHSD.

### **Assignment**

Section 5.05. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of LUHSD.

### **State and Federal Taxes**

Section 5.06. As Contractor is not LUHSD's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- LUHSD will not withhold FICA (Social Security) from Contractor's payments;
- LUHSD will not make state or federal unemployment insurance contributions on behalf of Contractor;
- LUHSD will not withhold state or federal income tax from payment to Contractor;
- LUHSD will not make disability insurance contribution on behalf of Contractor;
- LUHSD will not obtain workers' compensation insurance on behalf of Contractor.

## **ARTICLE 6. OBLIGATIONS OF LUHSD**

### **Cooperation of LUHSD**

Section 6.01. LUHSD agrees to comply with all reasonable requests of Contractor (and provide access to all documents) reasonably necessary to the performance of contractor's duties under this agreement.

### **Assignment**

Section 6.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by LUHSD with the prior written consent of the Contractor.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

### **Termination on Occurrence of State Events**

Section 7.01. This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Cessation of program by LUHSD;
3. Cessation of operations by either party.

### **Termination by LUHSD for Default of Contractor**

Section 7.01. Should Contractor default in the performance of this agreement or materially breach any of its provisions, LUHSD, at LUHSD's option, may terminate this agreement by giving written notification to Contractor. For the purposes of this section, material breach of this agreement shall include, but not be limited to the following:

1. Failure on part of the Contractor to meet deadlines.
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### **Termination by Contractor of Default of LUHSD**

Section 7.03. Should LUHSD default in the performance of this agreement or materially breach any of its provisions, Contractor, at the Contractor's option, may terminate this agreement by giving written notice to LUHSD. For purposes of this section, material breach of this agreement shall include, but not be limited to the following:

1. Failure to provide necessary documents in a timely manner.

### **Termination for Failure to Make Agreed-Upon Payments**

Section 7.04. Should LUHSD fail to pay Contractor all or any part of the compensation set forth in Article 4 of this agreement on the date due, Contractor, at the Contractor's option, may terminate this agreement if the failure is not remedied by LUHSD within thirty (30) days from the date payment is due.

## **ARTICLE 8. GENERAL PROVISIONS**

### **Notices**

Section 8.01. Any notices to be given hereunder by either party to the other may be effected either by personal deliver in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement. But each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt, mailed notices will be deemed communicated as of two days after mailing.

### **Entire Agreement of the Parties**

Section 8.02. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for

LUHSD and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to agreement acknowledges that no representation, inducements, or agreements, orally or otherwise, have been made of any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

**Partial Invalidity**

Section 8.03. If any provision in 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 without being impaired or invalidated in any way.

**Attorneys' Fees**

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**Governing Law**

Section 8.05. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Hanford, California, on the date and year first above written.

**CONTRACTOR: David Goldsmith**

**LEMOORE UN. HIGH SCHOOL DIST.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

David Goldsmith  
4932 W Arrezzo Ave  
Visalia 93291

Name: Debbie Muro  
Title: Superintendent