

GENERAL PROVISIONS

1. **Assignment/Delegation:** Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus, or similar benefits District provides its employees. Consultant is an independent contractor, not an employee, and will not be covered and will not make any claim under District's workers' compensation policy for Consultant and/or employees of Consultant.

3. **Method and Place of Giving Notice, Submitting Bills, and Making Payments:** All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by mail. Notice, bills, and payments sent by mail shall be addressed as follows:

CONSULTANT: Creative Leadership Associates LLC
 7726 N. First Street #378
 Fresno, CA 93720

DISTRICT: Bishop Unified School District
 ~~301 North Fowler Street~~ 6500 N. Pine St.
 Bishop, CA 93514

4. **Termination:**

a. District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

b. If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered to such date.

5. **Nondiscrimination:** Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

6. Extra (Changed) Work:

- a. Only the Superintendent or Superintendent's designee may authorize extra and/or changed work. The parties expressly recognize that District and school personnel are without authorization to order either extra and/or changed work, or to waive contract requirements. Failure of Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- b. Consultant further expressly waives any and all right or remedy by restitution for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.

7. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this agreement, no person having such interest will be employed.

8. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.

9. Taxes: Consultant agrees to file state and federal tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

Independent Consultant Contract

THIS AGREEMENT, made the 1st day of April, 2021, by and between Creative Leadership Associates LLC, a duly-registered educational consultancy in the area of Education, hereinafter called "CONSULTANT", and the Bishop Unified School District (BUSD), a political subdivision of the State of California, hereinafter called "DISTRICT."

The Consultant and District hereby agree as follows:

1. Description of Services:

Consultant agrees to provide 9 (nine) days of services to the District as follows:

- a. Local Control and Accountability Plan (LCAP) support, including research, writing, responding to Inyo County Office of Education staff requests for information, and necessary Plan revisions, through BUSD Governing Board Approval and submission to the Inyo County Superintendent of Schools.

2. Compensation:

As full compensation for all services provided by this Agreement, Consultant shall receive the sum of \$9,000, including all travel expenses. Prior to commencement of contract work, Consultant will submit a W-9 form. Consultant will provide a monthly invoice of services prior to payment. Payment will be made within 30 days of receipt of all required documentation by the District Business Office.

3. Term of Agreement:

The term of this contract will be from April 1, 2021, to June 30, 2021, inclusive, subject to the provisions of Section 4 of the General Provisions. The schedule of the days of service is to be mutually agreed-upon by the District and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year st written above.

By: _____
Consultant's Authorized Representative

By:  _____
District Superintendent or Designee

Date: 3/18/21