

**Centinela Valley Union High School District
14901 South Inglewood Avenue, Lawndale, California, 90260**

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Contractor Agreement for Professional Services ("Agreement") is made and entered into as of the **23rd Day of November, 2020** by and between the **Centinela Valley Union High School District**, Lawndale, California ("District") and **Performing Arts Center of Los Angeles County also known as The Music Center** ("Contractor"), (together, "Parties").

RECITALS

WHEREAS, District is authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those person are specially trained and experienced and competent to perform the special service required; or

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained, experienced, and competent to perform the services pursuant to this Agreement;

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

AGREEMENT

Now therefore, for good and sufficient consideration, receipt of which is acknowledged, the Parties hereby agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Contractor shall commence providing Services under this Agreement on the **25th day of January, 2021**, and will diligently perform as required or requested by District as applicable. The terms of these Services shall expire on **June 4, 2021**, unless the Agreement is otherwise terminated or the Services have been completed to the District's satisfaction, whereby this Agreement shall be terminated as indicated herein. This Agreement may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** Contractor shall not commence the Work under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

☒ Signed Agreement

☒ Workers' Compensation Certification

☐ N.A. Fingerprinting/Criminal Background Investigation Certification

☒ Insurance Certificates and Endorsements

☒ W-9 Form

4. **Compensation.** District agrees to pay Contractor for Services satisfactorily rendered pursuant to this Agreement a "Total Fee" not to exceed **Nine Thousands Forty Three Dollars (\$9,043.00)**. District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Contractor above the Total Fee, unless this Agreement is modified in writing beforehand to increase the Total Fee. This is a material provision.
5. **Invoicing.** District shall pay Contractor according to the following terms and conditions:

5.1. During the course of providing the Services, Contractor shall invoice District for payment of Services

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after completion of services. District will make payment to Contractor of undisputed invoiced amounts due for Services. District may withhold or deduct from amounts otherwise due Contractor hereunder if Contractor shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Contractor has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided District employees and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor 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 Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

8. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows: **Arts materials needed for instruction. Please see Exhibit A.**

9. **Performance of Services.**

9.1. **Standard of Care.** Contractor shall perform and require its subcontractors to perform the Services in accordance with the Agreement: (i) using recognized industry standards and professional skill, care, diligence and judgment adhered to by firms recognized for their expertise, experience and knowledge in performing the same type of Services elsewhere; and (ii) acting with due care and in accordance with applicable law, code, rule and/or regulation. Contractor shall be responsible for the professional

quality, technical accuracy, completeness, and coordination of the Services, it being understood that District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

Contractor hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

9.1.1. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them. All of the foregoing shall be referred to herein as the "Standard Of Care."

9.1.2. If any Services provided by Contractor is deficient because of Contractor's or its subcontractor's failure to perform the Services in accordance with the Standard Of Care, District will report such deficiencies in writing to Contractor. District thereafter may:

9.1.2.1. Have Contractor re-perform such Services at Contractor's own expense; or

9.1.2.2. Have such Services performed in accordance with the section entitled Termination for Default herein, by others and the costs thereof charged to and collected from Contractor.

9.1.2.3. Corrected or re-performed Services shall be subject to the Standard Of Care.

9.1.2.4. District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to perform the Services (including any personnel of any

subcontractor), if Contractor considers such removal necessary in its best interests and requires such removal in writing. Such personnel shall be promptly removed by Contractor at no cost or expense to District. Further, any person who is removed from performance on the Scope of Work for any reason shall not be re-assigned to any other Services. Contractor shall replace or have subcontractor replace any removed person with a qualified person acceptable to District.

9.2. **Meetings.** Contractor and District agree to participate in regular meetings or teleconferences on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

9.3. **District Approval.** The work completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.4. **Information.**

9.4.1. **Furnished by District.** Upon request by Contractor, District shall furnish Contractor any general information and data readily available to District or those under contract to District, which Contractor determines may be of use to Contractor in the performance of the Services. District shall rely upon Contractor to determine which of the information and data readily available to District that Contractor requires for the performance of the Services hereunder. District makes no representations with respect to the reliability, accuracy, or completeness of any information or data it may furnish hereunder. Contractor is entitled to rely on the information or data to the extent it believes it is appropriate to do so using its Standard Of Care. Contractor shall apply its Standard Of Care and seek any clarification or additional information as it deems necessary.

9.4.2. **Furnished by Others.** Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private agencies or companies that are not under contract to District. Contractor shall apply its Standard Of Care as to the reliability of the information or data for the purpose for which Contractor intends on utilizing such information or data.

10. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for the Services.

11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. **Suspension.**

12.1. **District's Suspension of Services.** Contractor shall comply immediately with any written order it receives from District suspending the Services and take all reasonable steps to minimize costs allocable to the Services covered by the suspension during the period of suspended Services. Contractor shall resume

performance of the suspended Services upon expiration of the notice of suspension, or upon District's direction. Should a suspension last more than thirty (30) days, Contractor shall be allowed an equitable adjustment in the Agreement Price and/or an extension of time, directly attributable to any District-ordered suspension and/or to recover reasonable costs incurred during such suspension for Contractor's costs beyond the initial thirty (30) day period. However, no adjustment shall be made under this section for any suspension, delay, or interruption to the extent that Contractor's performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Contractor or its subcontractor(s), or for which an equitable adjustment or time extension

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is provided for or excluded under any other term or condition of this Agreement.

12.2. Contractor's Suspension of Services. If District fails to make payment of undisputed amounts of the Agreement Price when due Contractor hereunder, Contractor may, upon seven (7) days' advanced written notice to District, suspend further performance of Services until payment in full is received. In such event, Contractor shall have no liability for any delays or additional costs to District due to, or arising out of, such suspension.

13. Termination.

13.1. Without Cause By District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

13.2. Without Cause By Contractor. Contractor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this thirty (30) day notice period is acceptable so that District can attempt to procure the Services from another source.

13.3. With Cause By District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by the Contractor; or

13.3.2. any act by Contractor exposing District to liability to others for personal injury or property damage; or

13.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Contractor. If the expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, protect, and hold harmless District, District's Governing Board, each member of the Board, and its officers, agents and employees from and against any and all actions, assessments, counts, citations, claims, liens, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and Contractors' fees and causes of action ("Claim") resulting from, arising out of, pertaining to, or relating to, in whole or in part, the conduct or omission of

Contractor, its subcontractors, or their respective agents or employees, in: (a) performing the Services; (b) failing to comply in material respects with federal, state, and local laws and regulations applicable to the Services; (c) causing bodily injury or death of persons, or damage to or destruction of property; (d) District's reasonable reliance upon the use of data or other information provided or delivered by Contractor pursuant to the Agreement. The indemnification specified herein excludes Contractor's liability as to the active or sole negligence or willful misconduct of District. The foregoing shall include without limitation, attorneys' fees, experts' fees and costs, investigation expenses and costs incurred by District, and any defense afforded pursuant to this Section will be provided by counsel acceptable to District. This obligation shall apply during the Term of the Agreement and shall survive any termination of this Agreement until any such Claim is barred by the applicable statute of limitation and is in addition to any other rights or remedies that District may have under the law or under this Agreement.

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15. Insurance.

15.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. Professional Liability (Errors and Omissions).

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

15.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance

policies shall include the following:

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, , and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 15.2.4. All policies shall be written on an occurrence form.

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- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
16. **Disputes.** Prior to Contractor's initiation of any litigation to recover any money damages under this Agreement, Contractor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
17. **Continuation of Contractor's Services.** Except in the event of District's failure to make payment of undisputed amounts of the Agreement Price due Contractor hereunder, Contractor shall continue to provide and perform the Services despite any other dispute Contractor may have with District.
18. **Interaction with the Media and Public.** Contractor shall promptly refer all inquires from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Contractor receives a complaint from a citizen or the community, Contractor shall promptly inform District about what action was taken to alleviate the complaint.
19. **Prevailing Wages.** N/A.
20. **Taxes.** Contractor shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Contractor agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Contractor may be reported to the Internal Revenue Service.
21. **Assignment.** Contractor shall not assign, transfer, convey or otherwise dispose of the Agreement (or the right, title, or interest in it or any part of) without the prior written consent and endorsement of District. Any assignment of proceeds of the Agreement shall be subject to all proper setoffs and withholdings in favor of District and to all deductions specified in the Agreement. All monies withheld, whether assigned or not, shall be subject to being used by District for completion of the Services. In the event that District consents to such assignment of monies, written notice thereof shall be given by Contractor to District at least twenty (20) days before payment is due.
22. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of District's Governing Board and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or

specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Contractor shall bear all costs arising therefrom.

23. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement. Except for any license or permits furnished by District, Contractor shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services. The costs of any permits and complying with such permits shall be included in the Scope of Work.

24. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

25. **Anti-Discrimination.** It is the policy of District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national

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origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

26. **Fingerprinting of Employees.** District has determined on the basis of scope of work in this Agreement, that Contractor and its subconsultants and employees will have only limited contact with pupils at most. Contractor shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

27. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Contractor must submit, upon request by District, appropriate documentation to District identifying the steps the Contractor has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

28. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

29. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** District may evaluate the Contractor in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

29.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

29.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

30. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

31. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
32. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Centinela Valley Union High School District
14901 South Inglewood Avenue
Lawndale, California, 90260
ATTN: Gregory O'Brien, Superintendent
Phone: 310-263-3201
Fax: 310-675-8286

Performing Arts Center of Los Angeles
County (The Music Center)
135 N. Grand Avenue
Los Angeles, CA 90012
ATTN: Monk Turner, Manager of Music
Center on Tour
Tel: (213) 972-4310
Email: mturner@MusicCenter.org

Contractor:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by

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overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

33. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

34. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

35. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

36. **Severability.** If any term, condition or provision of 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 and effect, and shall not be affected, impaired or invalidated in any way.

37. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

38. **Attorney Fees/Costs.** In the event any action or proceeding is commenced or maintained by any party to this Agreement who seeks to enforce, construe, or interpret the rights or obligations created under this Agreement, the prevailing party shall be entitled to its reasonable costs and reasonable attorneys' and Contractors' fees incurred in connection with such action or proceeding.

39. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

40. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

41. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

42. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

43. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

11/24/2020

Dated: , 2020 Dated: , 2020 **Centinela Valley Union High School District Performing Arts Center of Los**

Angeles County By: By:

Print Name: Gregory O’Brien, Ed.D. Print Name: Keith Wyffels

Print Title: Superintendent Print Title: Associate Vice President, Education

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 Limited Partnership

 Corporation, State:

 Limited Liability Company

 X Other: 501(C) 3 Non-profit

Information regarding Contractor:

Contractor: Performing Arts Center of Los Angeles County (AKA
The Music Center)

License No.: N.A.

Address:
135 N. Grand Avenue
Los Angeles, CA 90012

Telephone:
(213) 972-4310

Email: mturner@musiccenter.org

Type of Business Entity:

 Individual

 Sole Proprietorship

 Partnership

95-2217011

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against

liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

11/24/2020

Date:

Name of Contractor or Company: Performing Arts Center of Los Angeles County (AKA The Music Center)

Signature:

Print Name and Title: Keith Wyffels, Associate Vice President, Education

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Work under this Contract.)

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DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR AUTHORIZED BY THIS AGREEMENT

The Music Center will provide direct services to students in the form of high-quality professional productions that have multiple curriculum connections. The Music Center will also provide Professional Development for teachers of all subjects to demonstrate the connections between the productions and the existing curricula. These events are part of CVUHSD's arts integration project funded by a grant from Arts Ed Collective, a division of Los Angeles County Department of Arts and Culture. The objectives include engaging students through the arts and training teachers to use the arts as a teaching tool.

The events will be virtual to accommodate Distance Learning.

Timeline: January 25, 2021 to June 4, 2021

EVENTS AND COSTS
(The number of presentations per school is based on past participation)
Professional Productions

Event	School(s)	Date	Cost
The Alley Cats	Hawthorne High School – 1 presentation	TBD	550.00
	Lawndale High School – 1 presentation	TBD	550.00
	Leuzinger High School – 2 presentations	TBD	1,100.00
	Lloyde High School – 1 presentation	TBD	550.00
Diavolo – Architecture in Motion	Hawthorne High School – 1 presentation	TBD	550.00
	Lawndale High School – 1 presentation	TBD	550.00
	Leuzinger High School – 2 presentations	TBD	1,100.00
	Lloyde High School – 1 presentation	TBD	550.00
Melody of China	Hawthorne High School – 1 presentation	TBD	550.00
	Lawndale High School – 1 presentation	TBD	550.00
	Leuzinger High School – 2 presentations	TBD	1,100.00
	Lloyde High School – 1 presentation	TBD	550.00
Sub-Total			8,250.00

Professional Development for Teachers of All Subjects

Event	School(s)	Date	Cost PD	Cost Materials	Total
PD related to The Alley Cats Aimee Hopkins, Leader	All	TBD	346.50	50.00	396.50
PD related to Diavolo – Architecture in Motion Member of Diavolo, Leader	All	TBD	346.50	50.00	396.50
Sub-Total					793.00

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