

INDEPENDENT CURRICULUM REVIEWER CONTRACTOR AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), is effective July 1, 2024 through June 30, 2025 by and between the CALIFORNIA TAX EDUCATION COUNCIL, a California nonprofit public benefit corporation with its principal place of business in Sacramento, California (hereinafter referred to as "CTEC"), and , (hereinafter referred to as "") a sole proprietor with her principal place of business in, California.

RECITALS

WHEREAS, CTEC desires to retain the services of . as an independent contractor for the purpose of providing curriculum review services relative to educational programs; and

WHEREAS, . desires to provide such services to CTEC on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Retention of . Subject to the terms and conditions set forth herein, CTEC hereby retains . to provide curriculum review services to CTEC and . agrees to render such services to CTEC.

2. Responsibilities of . . shall review both continuing and qualifying education courses for tax preparers, either thru a review or audit process, to ensure that courses meet all educational standards contained in CTEC Course Policies. In addition, . shall, at the request of the chairperson of the Curriculum Provider Standards (CPS) Committee, provide other services supportive of the mission of CTEC, including, but not limited to, attendance at the CPS Committee meetings or at other CTEC related meetings.

3. Responsibilities of CTEC. CTEC shall provide to . any and all information and documentation in CTEC's possession that will assist . in fulfilling her obligations under this Agreement.

4. Fees. In consideration for the services described in Section 2 above, CTEC shall pay . a fee of \$240.00 per hour for curriculum review during the term of this Agreement. As indicated above, at the request of the chairperson of the Curriculum Provider Standards (CPS) Committee, additional attendance at the CPS Committee meetings or at other CTEC related meetings may be necessary. In those instances, . will be compensated at her normal rate of \$240.00 per hour for attendance at meetings. . shall invoice CTEC on a monthly basis for work performed during the previous month. Invoices shall include as much detail to identify hours worked per review/audit. Invoices shall be submitted to CTEC by the 5th business day of the month following the month the work is performed. CTEC shall pay invoices submitted by . within 30 days of receipt. Any out-of-pocket expenses incurred by . during her services to CTEC are the responsibility of ..

5. Term. The term of this Agreement shall commence on July 1, 2024 and shall terminate on June 30, 2025.

6. Termination. This agreement may be terminated by either party for good cause (including but not limited to a material breach of any provision of this Agreement) upon written notice to the other party. Provided however, that if the good cause for termination is one that can be cured, the party receiving notice of termination shall have 10 days from receipt of the notice in which to cure. If the breach is cured within the 10 day period, the Agreement shall continue as if there had been no breach. If the party fails to cure, then the Agreement shall terminate at the end of the 10 day period. If the good cause for termination is one that *cannot* be cured, the Agreement shall terminate immediately upon receipt of the notice of termination by the other party.

7. Confidentiality and Nondisclosure. . acknowledges and agrees that in the course of rendering services pursuant to this contract, . will receive from CTEC data, notes, reports, and information that is confidential and may be proprietary to CTEC and/or the educational providers whose courses . reviews. . agrees to maintain all such data, notes, reports, and information as confidential and hereby agrees not to disclose said data, notes, information and reports to any third party without the prior written consent of CTEC. This provision shall survive the expiration or termination of this Agreement. All information provided to . by CTEC or concerning CTEC shall be returned to CTEC within thirty (30) days of CTEC's request or of the termination of this Agreement.

8. Professional Liability Policy. . agrees to purchase a professional liability policy which, during the duration of this contract, shall cover .'s responsibilities, described in Section 2 of this contract, in the minimum amount of one million dollars (\$1,000,000). . agrees to name CTEC as an additional insured and to provide CTEC with a certificate of insurance as evidence of compliance with this provision.

9. Indemnification. To the fullest extent permitted by the law, . agrees to indemnify, defend and hold CTEC entirely harmless from and against any and all liability, demands, actions, losses or claims for damages because of personal injury, including bodily injury and death, damage to property and all other liabilities, costs and charges, including attorney's fees, arising out of or attributable to .'s gross negligence or malicious acts, errors and/or omissions in .'s performance or non-performance of .'s obligations under this contract.

10. Arbitration. In the event of a dispute regarding this agreement, the terms or any breach thereof, the matter or matters upon which either party do not agree shall be submitted to arbitration. In the event of arbitration, each party will pay the expenses of arbitration and share the expenses of the arbitrator equally. Any decision of the arbitrator will be non-binding as each party, after arbitration, reserves the right to proceed with any judicial remedy that may be available by law. The arbitration shall be conducted within the Rules of the American Arbitration Association.

11. Attorney Fees and Venue. If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California for any proceeding arising hereunder.

12. No Partnership/Liability. The parties hereto acknowledge and agree that the relationship between CTEC and . is one of an independent contractor relationship and no other. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CTEC is not a partner with ., whether general or limited and no activities of . or CTEC or statements made by . or CTEC shall be interpreted by any of the parties hereto as establishing any type of business relationship other than as an independent contractor relationship. . shall not have the right or power to create any liability on behalf of CTEC as a result of execution of this Agreement.

13. Audit. . agrees that she will make her records available for audit by CTEC during the term of this Agreement and for up to three years after the date of final payment under this Agreement. CTEC agrees that such audit will be limited to only those matters connected with the performance of this Agreement.

14. Notice. All notices and other communications hereunder shall be deemed to have been given 1) when delivered personally; or 2) at the time confirmed for delivery if by email or facsimile; or 3) if mailed, when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

California Tax Education Council (CTEC)
PO Box 2890
Sacramento, CA 95812
Attn: Tabitha Bolkish
FAX: (877) 851-2832
tbolkish@advostrat.com

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

15. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services described in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Assignment. Neither party may assign or transfer this Agreement without the express written consent of the other party.

18. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

19. Amendment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

20. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

21. Survival. The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

Date: _____

By: _____

C. Lester Crawford
Chair, California Tax Education Council (CTEC)

Date: _____

By: _____