



LOMPOC Unified School District
Independent Contractor Services Agreement

BSSV10.02 ENG

Business Services

Office of Assistant Supt.

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into, effective [_____] (the “Effective Date”), by and between the Lompoc Unified School District (“District”) and [_____] (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”):

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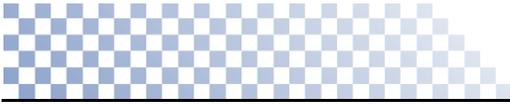
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on [_____], and shall terminate upon completion of the Services, but no later than [_____], ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$[_____] per [_____] for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Contractor shall not exceed \$[_____]. Any work performed by Contractor in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

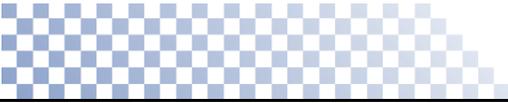
5.1. **Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor’s total reimbursement for Reimbursable Expenses shall not exceed \$[_____], which is Contractor’s estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within



sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

“Reimbursable Expenses” means Contractor’s actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor’s office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor’s wrongful acts or omissions.

6. **California Residency.** Contractor and the Contractor Parties shall be residents of the State of California.
7. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties’ use of the site, Contractor's or the Contractor Parties’ performance of the Services, Contractor’s or the Contractor Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
8. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.
9. **Insurance.** At all times during the term of this Agreement, Contractor must maintain the insurance policies indicated below. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. Said policies must be written by an admitted insurer in the State of California for which A.M. Best has issued a Financial Strength Rating of “A” or better, at all times during the term of the Agreement. Contractor shall submit for each of these policies a Certificate of Insurance that is authenticated by the proper office of the insurer(s) evidencing, in particular, those insured, the extent of the insurance, the location of and the operations to which the insurance applies and requiring written notice of thirty (30) days prior to suspension, voidance, or cancellation of the policy. If an insurer suspends, voids, or cancels any required insurance policy, the District may terminate this Agreement at its sole option. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds, and that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. **A copy of the declarations page of Contractor’s insurance policies shall be attached to this Agreement as proof of insurance.**



Without in any way limiting Contractor's liability, or indemnification obligations set forth above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance coverages:

- (a) Worker's Compensation. Contractor will maintain WC insurance as required by Labor Code section 3200, et seq., and shall have the following policy limits: (i) State WC statutory benefits-policy limits of not less than \$2,000,000.00; and (ii) Employer's liability-policy limits of not less than \$1,000,000.00. (**Refer to Exhibit A.**)
- (b) Commercial General Liability (CGL). Contractor will maintain CGL insurance issued on an occurrence basis, with policy limits of not less than \$ 1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate per project on bodily injury (BI) and property damage(PD), and including coverage for the following: (i) Premises-operations; (ii) Contractual liability; (iii) Products; (iv) Completed operations; (v) Broad form property damage (BFPD) and including explosions (X), collapse (C), and underground (U) coverage; (vi) Personal injury; and (vii) Owners and contractors protective (OCP).
- (c) Business Auto Liability (CAL). Contractor will maintain CAL insurance with limits of not less than \$1,000,000.00 for combined single limit (CSL), bodily injury (BI), and property damage (PD), including coverage for owned, non-owned and hired autos.

10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

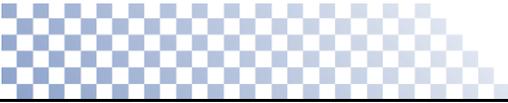
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following (**Refer to Exhibit B.**):

- (a) Contractor and the Contractor Parties shall **only have limited or no contact** with District students at all times during the Term of this Agreement.
- (b) The following Contractor and Contractor Parties have **more than limited contact** with District students during the Term of this Agreement: (**Attach and sign additional pages as needed.**)

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- (c) (Required only if Box 12.B is checked.) All of the Contractor and Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints re-veal that none of these Contractor and Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.



Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Contractor or Contractor Parties add personnel, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any contact is permissible.

13. Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following (*Refer to Exhibit C.*):

- (a) Contractor and Contractor Parties shall **only have limited or no contact** with District students at all times during the Term of this Agreement.
- (b) The following Contractor and Contractor Parties shall have **more than limited contact** with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: (*Attach and sign additional pages as needed.*)

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Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

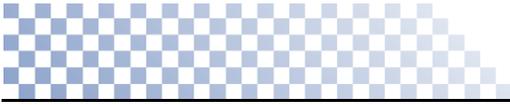
14. Confidential Information. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

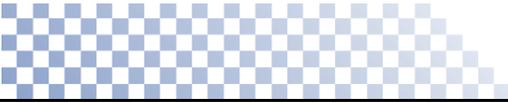
17. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Barbara,



subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.
20. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.
21. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
22. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
23. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
24. **Time.** Time is of the essence to this Agreement.
25. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
26. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
27. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
28. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
29. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
30. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.



District **Contractor**

Lompoc Unified School District

Name of District

Name of Contractor

Signature of District's Authorizer

Signature of Contractor's Authorizer

Printed Name (*First MI Last*)

Printed Name (*First MI Last*)

Title

Title

Date Signed (*mm/dd/yy*)

Date Signed (*mm/dd/yy*)

Address for District **Address for Contractor**

1301 North A. Street

Lompoc, CA 93436

Contact for District **Contact for Contractor**

Telephone (*xxx-xxx-xxxx, ext. x*)

Telephone (*xxx-xxx-xxxx, ext. x*)

Facsimile (*xxx-xxx-xxxx, ext. x*)

Facsimile (*xxx-xxx-xxxx, ext. x*)

E-Mail

E-Mail

Budget Class

* NAME FUNDING RESOURCE(S):										
CODE(S)	% or Amount	* Fund	Resource	Year	Goal	Function	Object	School	Management	Unit