

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
16350 Mojave Drive
Victorville, CA 92395-3655

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, made and entered into on this _____ day of _____, 20____, by and between the Victor Valley Union High School District, hereinafter called "**DISTRICT**", and _____, hereinafter called "**CONTRACTOR**".

WHEREAS, **CONTRACTOR** is specially skilled, trained, experienced and competent to render the services and advice described in Article 1 of this agreement and **DISTRICT** requires these services and advice;

NOW, THEREFORE, **DISTRICT** and **CONTRACTOR** mutually agree as follows:

1. Services to be Provided by **CONTRACTOR**

a. **CONTRACTOR** will render the services and/or tasks including but not limited to the following:

b. **CONTRACTOR** will commence work under this agreement on or about _____, 20____ and will diligently prosecute the work thereafter. **CONTRACTOR** will complete the work not later than _____, 20____. Upon a showing of good and sufficient cause by **CONTRACTOR**, **DISTRICT** may, in its discretion, grant such extensions of time as it may deem advisable; provided however, **DISTRICT** shall not be obligated to pay **CONTRACTOR** any additional consideration if such an extension of time has been granted, unless **CONTRACTOR** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONTRACTOR** shall agree.

c. **CONTRACTOR** will perform said services in his or her own way and as an independent contractor in the pursuit of his or her independent calling and not as an employee of **DISTRICT**; and he or she shall be under the control of **DISTRICT** as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

2. Services to be Provided by **DISTRICT**

DISTRICT will prepare and furnish to **CONTRACTOR** upon his or her request, such information as is reasonably necessary to the performance of **CONTRACTOR**'s work under this agreement.

3. **CONTRACTOR**'S Fee and Payment Thereof:

a. The **DISTRICT** will pay the **CONTRACTOR** for services rendered at the flat rate of _____ Dollars (\$_____)

OR the Hourly at the rate of \$_____ per hour not to exceed _____ hours.

b. Unless otherwise indicated, the total amount paid under this contract shall not exceed _____ Dollars (\$_____). Payment will be made upon completion of work and within 30 days of receipt of invoice. The invoice must include **CONTRACTOR**'S signature and social security number.

- c. If the **DISTRICT** will be providing meals, lodging, and/or transportation to the **CONTRACTOR**, the cost of those items shall be included as income to the **CONTRACTOR** on the annual IRS Form 1099 provided by the **DISTRICT** to the **CONTRACTOR**. **DISTRICT** shall reimburse **CONTRACTOR** at rates not to exceed the current GSA per diem rates.
The estimated costs for the travel expenses that will be provided by the **DISTRICT** to the **CONTRACTOR** is _____ and _____/100 Dollars (\$_____).

4. Completion of State and Federal Tax Information Forms (United State Residents)

- a. All independent contractors doing business with the **DISTRICT** must complete applicable state and federal tax forms to determine federal and state reporting status. The enclosed Form W-9 must be completed and returned to issue any payments applicable to this Agreement.
- b. California nonresidents must complete and submit a Form W-9 and Form 590.
 - 1. Form 590: This form is required to determine California residency. Payments made to California nonresidents, including corporations, limited liability companies and partnerships that do not have a permanent place of business in California, may be subject to a seven percent (7%) state income tax withholding (California Revenue and Taxation Code Section 18662). Types of income subject to withholding include payments for services performed in California and payments of leases, rents, and royalties for property located in California.
 - 2. Partial or Complete Exemption from California withholding taxes.
 - a) Form 588 Nonresident Withholding Waiver Request: If you meet the criteria for California withholding, you may apply for a waiver (Form 588) from the State of California through the California Franchise Tax Board. A copy of the approved waiver must be received by the **DISTRICT** prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.
 - b) Form 587 Nonresident Withholding Allocation Worksheet: If you do not qualify for a waiver from California Withholding (an approved Form 588) and do not have a permanent place of business in the State of California, complete and submit Form 587 to determine if withholding is required on the scope of work for this Agreement.
- c. As appropriate **DISTRICT** will provide **CONTRACTOR**, state and/or federal agencies with a statement of earnings at the conclusion of each calendar year.

5. Duration of Agreement

The term of this agreement shall be from _____, 20____, through and including _____, 20_____.

6. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this agreement, **DISTRICT** determines, at **DISTRICT**'s discretion, that **CONTRACTOR**'s services are or have become unsatisfactory, or if at any time during the performance of this agreement **DISTRICT** determines to suspend indefinitely or abandon the work under this agreement, **DISTRICT** shall have the right to cancel this agreement and terminate the performance of **CONTRACTOR**'s service hereunder. In the event of such cancellation, **DISTRICT** shall give written notice to **CONTRACTOR** of its intention to cancel two (2) days in advance of the effective date of the cancellation.
- b. If the cancellation is for unsatisfactory performance, **DISTRICT** shall be obligated to pay **CONTRACTOR** only for those services deemed by **DISTRICT** to be satisfactory as of the effective

date of cancellation or termination. If the cancellation is the result of **DISTRICT**'s decision to suspend indefinitely or abandon the work under this agreement, **DISTRICT** shall be obligated to pay **CONTRACTOR** only for those services performed prior by **CONTRACTOR** through the effective date of cancellation and termination.

7. Successors and Assigns

This agreement shall not be assignable except with written consent of parties hereto.

8. Special Provisions

a. **CONTRACTOR** shall comply with all federal, state, and local laws and ordinances applicable to such work. **CONTRACTOR** shall provide Worker's Compensation insurance or self-insure his or her services.

b. This agreement may be amended by the mutual written consent of the parties hereto.

c. **CONTRACTOR** agrees to the following as a recipient of a contract from a federal grant:

1) The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

a) The copyright in any work developed under this contract;

b) Any rights or copyright to which a **CONTRACTOR** purchases ownership under this Agreement; and

c) Any patent rights with respect to any discover or invention which arises or is developed in the course of any work in relation to this Agreement.

2) The Federal awarding agency is permitted to administrative, contractual, or legal remedies in instances where **CONTRACTOR** violates or breaches the contract terms, and to provide for such sanctions and penalties as may be appropriate.

3) **CONTRACTOR** has been informed of all reporting requirements of the grant to the Federal awarding agency as related to the work of the Agreement.

4) **CONTRACTOR** authorizes access by the **DISTRICT**, the federal awarding agency, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the **DISTRICT** which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions.

5) **CONTRACTOR** shall retain all required records for three years after **DISTRICT** makes final payment for services of this Agreement and all other pending matters are closed.

9. Hold Harmless

CONTRACTOR agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **DISTRICT** and its departments, agencies, officers/agents or employees against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **CONTRACTOR** in the performance of this contract. It is understood that employees and any subcontractor of the **CONTRACTOR** in its performance under this contract are not agents or employees of the **DISTRICT**.

10. Conflicts of Interest

The **DISTRICT** hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Practices Commission, Regulation Title 2, California Code of Regulations Section 18351.

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

CONTRACTOR

PRINT NAME: _____

SIGNED: _____

DATE: _____

**VICTOR VALLEY UNION HIGH
HIGH SCHOOL DISTRICT**

BY: _____

DATE: _____

Dr. Antoine Hawkins, Assistant
Superintendent, Business Services

For Internal Tracking Purposes: - Not an authorized signature for contract

Site

Principal Approved