



CHARLES COUNTY PUBLIC SCHOOLS

P.O. Box 2770 • La Plata, Maryland 20646-0170

Switchboard: (301) 932-6610 • (301) 870-3814

Recorded Information 24 Hours a Day: (301) 934-7410

NOTE: Contract shall be used for goods and or services delivered to K-12 Schools >\$1,000 and 1 year.

Consultant/Trainer Independent Contractor Agreement

This Agreement is made between **Charles County Public Schools (CCPS)** with a principal place of business at **5980 Radio Station Road, La Plata, Maryland 20646** and mailing address at **P.O. 2770 La Plata, Maryland 20646** and _____ (Contractor), with a principal place of business at _____.

This Agreement will become effective on _____ and will end no later than _____.

Services to be Performed

(Check and complete applicable provision.)

Contractor agrees to perform the following services:
[Briefly describe services you want performed by Contractor.]

OR

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

Payment

(Check and complete applicable provision.)

In consideration for the services to be performed by Contractor, CCPS agrees to pay Contractor according to the terms set out below.

OR

In consideration for the services to be performed by Contractor, CCPS agrees to pay Contractor at the rate of _____ according to the terms of payment set out below.

Additional Option

(Check and complete if applicable.)

Unless otherwise agreed in writing, CCPS's maximum liability for all services performed during the term of this Agreement shall not exceed _____.

Terms of Payment

(Check applicable provision (s))

Upon satisfactorily completing Contractor's services under this Agreement, Contractor shall submit an invoice. **The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed.** CCPS shall pay Contractor the compensation described within a reasonable time after receiving Contractor's invoice.

OR

Contractor shall be paid _____ upon signing this Agreement and the rest of the sum described above when the Contractor completes services and submits an invoice.

OR

Additional expenses paid upon completion of services and must be accompanied by proof of payment and within two weeks of completion of services.

OR

CCPS shall pay Contractor according to the following schedule of payments:

- 1) \$ _____ when an invoice is submitted and the following services are complete:
- 2) \$ _____ when an invoice is submitted and the following services are complete:
- 3) \$ _____ when an invoice is submitted and the following services are complete:

OR

Contractor shall submit an invoice to CCPS on the last day of each month for the work performed during that month. **The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed.** CCPS shall pay Contractor's fee within a reasonable time after receiving the invoice.

Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

Independent Contractor Status

Contractor is an independent contractor, not CCPS' employee. Contractor's employees or contract personnel are not CCPS' employees. Contractor and CCPS agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; CCPS shall not hire, supervise or pay any assistants to help Contractor.
- CCPS shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Compliance with Laws

The Vendor/Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owed to the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- C. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract."

Tobacco Free and Alcohol/Drug Free Environment

CCPS maintains a tobacco and alcohol/drug free environment. The Vendor/Contractor shall not permit its employees to use any type of tobacco products (smoke or smokeless), alcohol, or drugs on the premises or on property owned or operated by CCPS.

State and Federal Taxes

CCPS will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide CCPS with proof that such payments have been made.

Contractor shall provide a completed IRS form W-9 Request for Taxpayer Identification Number and Certification.

Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plans of CCPS.

Workers' Compensation

CCPS shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide CCPS with a certificate of workers' compensation insurance before the employees begin the work.

- If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor. Contractor shall provide CCPS with proof that such coverage has been obtained before starting work.

Unemployment Compensation

CCPS shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Insurance

CCPS shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain an insurance policy to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

Contractor shall indemnify and hold CCPS harmless from any loss or liability arising from performing services under this Agreement.

Terminating the Agreement

(Check applicable provision.)

Either CCPS or Contractor may terminate this Agreement, effective immediately upon giving written notice, if the other party commits:

- * a material violation of this Agreement, or
- * any act exposing the other party to liability to others for personal injury or property damage.

And

Either party may terminate this Agreement any time by giving thirty (30) days written notice to the other party of the intent to terminate.

Exclusive Agreement

This is the entire Agreement between Contractor and CCPS.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement shall continue in effect.

Applicable Law

This Agreement shall be governed by the laws of the State of Maryland.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the attention of the official signing this Agreement at that person's address:

Charles County Public Schools
Attention: _____
P.O. Box 2770
La Plata, Maryland 20646

- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address (see above) as stated on this Agreement, or
- when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on CCPS' behalf.

Assignment

(Check applicable provision.)

Either Contractor or CCPS may assign or subcontract any rights or obligations under this Agreement.

OR

Contractor may not assign or subcontract any rights or obligations under this Agreement without CCPS's prior written approval.

REGISTERED SEX OFFENDERS HB 642/ SB 508 – Children- child Care Facilities, Public Schools, and Nonpublic Schools- Contractors and Subcontractors and HB 486 Education- Personnel Matters- Child Abuse and Sexual Misconduct Prevention

In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, House Bill 642, and Senate Bill 508, a person who enters into a contract with a local board of education may not knowingly employ or assign an individual to work at a school if the individual is a registered sex offender with a conviction of fourth- degree sexual offense and third- degree sexual offense. Offenses committed in another state that would constitute a third- or fourth- degree sexual offense, if committed in this state, apply. Therefore, in contract awards between Charles County Public School (CCPS) System and Vendors/Contractors and their Subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working on the school property, making deliveries or visiting the school property for business purposes.

The Bill also requires Vendors/Contractors and subcontractors in specified facilities who have direct, unsupervised, and uncontrolled access to children to submit a criminal history records check.

It shall be the responsibility of all Vendors/Contractors submitting a bid or offer to CCPS to comply with this provision. If a Vendor/Contractor is found to have violated this provision subsequent to an award by CCPS, the contract may be immediately terminated at CCPS' sole option; and that Vendor/Contractor may be liable to CCPS for all re-procurement costs, including liquidated damages; and may be debarred from bidding on future CCPS requirements.

***In addition, effective July 1, 2019, Md. Code, Educ., 6-113.2 (concerning child sexual abuse and sexual misconduct) will apply:**

This law applies to entities that contract with a county board of education to provide a service to a school or the students of a school. The law requires that, prior to hiring an individual to work in a public school or with public school students, the contracting entity must request information from the individual and the individual's previous employers using state-mandated forms as to whether the individual has ever been disciplined for allegations of "child sexual abuse" or "sexual misconduct" or "crime of violence." **Please contact CCPS Procurement Manager at (301) 934-7340** for details, or visit the state's web site at <http://www.marylandpublicschools.org/about/Pages/DEE/index.aspx>.

Local School Systems – Equivalent Access Standards – Digital Tools (Equivalent and Nonvisual Access Accountability Act for K–12 Education)

- In accordance with the State of Maryland's Education Article, Section 7-910 and Senate Bill 617, effective July 1, 2022, digital tools developed or purchased by CCPS shall require equivalent access for students with disabilities, including blindness, in accordance with the technical standards for electronic and information technology issued under subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973, 29 U.S.C. § 794d(a)(2) or any other widely accepted or and freely available technical standard.
- If CCPS finds that a digital tool fails to meet the equivalent access standards including nonvisual access, within 18 months after development or purchase of the digital tool, CCPS shall send a written notice to the Vendor/Contractor of the Vendor/Contractor's failure to comply with the equivalent access standards required under the Contract.
- Upon receipt of notice from CCPS, the Vendor/Contractor, at the Vendor/ Contractor's expense, shall modify the digital tool to meet the required equivalent access standards within a timeframe agreed on by CCPS and the Vendor/Contractor.
- A Vendor/Contractor that fails to meet the equivalent access standards shall:
 - i. be subject to a civil penalty of:
 - (a) a fine not exceeding \$5,000 for a first offense; or
 - (b) be subject to a fine not exceeding \$10,000, for a subsequent offense.
 - ii. Indemnify CCPS for liability resulting from the use of a digital tool that fails to meet the equivalent access standards, including nonvisual access.

Signatures

*Any contract over \$1,000 and/or more than one year must be pre-approved by the Purchasing Department.

1. CCPS Department Requestor:

By: _____
(Signature)

(Typed or Printed)

Title: _____

Date: _____

2. CCPS Department Funding Source Manager:

By: _____
(Signature)

(Typed or Printed)

Title: _____

Date: _____

Account Code: _____

3. CCPS Chief/Superintendent

By: _____
(Signature)

(Typed or Printed)

Title: _____

Date: _____

4. CCPS Budget Account Manager:

By: _____
(Signature)

(Typed or Printed)

Title: _____

Date: _____

5. CCPS Human Resources Department:

By: _____
(Signature)

(Typed or Printed)

Title: _____

Date: _____

6. CCPS Procurement Manager:

By: _____
(Signature)

(Typed or Printed)

Title: _____

Date: _____

7. Contractor:

Name of Contractor: _____

(Signature)

(Typed or Printed Name)

Title: _____

Taxpayer ID Number: _____

Date: _____

This contract is not valid until all required signatures appear on this page.

If Agreement Is Faxed:

Contractor and CCPS agree that this Agreement will be considered signed by a party when the signature of that party is delivered on this Agreement by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.