



PO# _____

CONTRACT # _____

KINGS CANYON UNIFIED SCHOOL DISTRICT

1502 "I" STREET, REEDLEY CA 93654
PHONE: 559-305-7010 -- FAX: 559-637-1225

**Submit for
Board
approval if
over
\$5,000.00.**

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement is entered into by and between the **KINGS CANYON UNIFIED SCHOOL DISTRICT** ("DISTRICT") and ("Contractor").

Contractor/Consultant

Mailing Address

City

State

Zip Code

PROVIDE W-9

Taxpayer ID No.

Contractor's License No.

DIR Registration No.

SCOPE OF SERVICES

CONTRACTOR shall perform/provide the following services for the DISTRICT:

(For additional explanation of services, attach Exhibit A which then will be incorporated here in full by this reference.)

TERM OF AGREEMENT

The term of this Agreement shall begin _____ and will terminate on or before _____.

PAYMENT FOR SERVICES

Payment to CONTRACTOR for all services pursuant to this Agreement shall not exceed: \$_____; Hourly/daily rates not to exceed: \$_____. Payment will be made within thirty (30) days of invoicing following satisfactory completion of the services. CONTRACTOR agrees to indemnify and hold harmless the DISTRICT from any and all cost, loss, or liability whatsoever arising from or caused by any challenge to the payments made by DISTRICT to CONTRACTOR, including any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities. By submitting an invoice for payment of services, the CONTRACTOR is (1) certifying under penalty of perjury that to the best of his or her knowledge, information, and belief, the services covered by the invoice has been completed in accordance with the Agreement; and (2) guaranteeing that all professional services rendered in the performance of this Agreement are in keeping with current generally accepted practices for an educational institution.

Funding Source Name: _____

FUNDING ACCOUNT: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____

The CONTRACTOR shall not commence work under this Agreement until the required insurance, fingerprint clearance (if required), and IRS W-9 Forms are approved and are on file with the DISTRICT.

The Agreement includes the General Terms and Conditions as printed below, and the CONTRACTOR, by executing this Agreement, agrees to comply with all such General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

1. PROPOSAL ACCEPTANCE

Proposals are subject to acceptance by the signing of an agreement, issuance of an appropriate purchase order, and approval of the agreement by the DISTRICT'S Governing Board. The DISTRICT reserves the right to accept or reject any and all quotes.

2. EQUIPMENT AND LABOR

The CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services described in the Scope of Services. The services of CONTRACTOR are to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative. Should any part of the services to be furnished under this Agreement be subject to the payment of prevailing wages, then CONTRACTOR must be registered with the Department of Industrial Relations("DIR") and adhere to prevailing wage laws. Prevailing wage information can be found on the DIR website.

3. SUBCONTRACTORS

CONTRACTOR agrees not to employ subcontractors in connection with rendering services to the DISTRICT under this Agreement without prior written consent of the DISTRICT. When so permitted, subcontractors shall be treated as employees of CONTRACTOR for purposes of this Agreement. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and the DISTRICT.

4. SAFETY AND SECURITY

It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

5. TERMINATION FOR CONVENIENCE

The DISTRICT reserves the right at any time to terminate for its convenience and without cause the Agreement and the services of CONTRACTOR upon 5 days' prior written notice. The DISTRICT may terminate this Agreement and CONTRACTOR'S services immediately upon written notice if CONTRACTOR is in material breach of this Agreement. Upon such termination, CONTRACTOR shall be entitled to payment for services satisfactorily rendered to the DISTRICT up to the date of termination.

6. AGREEMENT CHANGES

No changes or alterations to this Agreement shall be made without specific prior written approval by the DISTRICT.

7. EMPLOYEES

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees and shall not employ any unfit person or anyone not skilled in work assigned to him or her in connection with this Agreement. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from thereafter performing service to the DISTRICT under this Agreement.

8. ASSIGNMENT OF AGREEMENT

The 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 the DISTRICT, which the DISTRICT may delay, condition, or withhold in its sole discretion.

9. HOLD HARMLESS AGREEMENT

The CONTRACTOR shall save, defend, hold harmless and indemnify the DISTRICT from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to CONTRACTOR'S, its employee's or agent's performance or failure to perform under the Agreement.

10. PERMITS AND LICENSES

The CONTRACTOR and all of CONTRACTOR'S employees, agents, and permitted subcontractors shall secure and maintain in force, at CONTRACTOR'S sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services pursuant to this Agreement.

11. CONTRACTOR NOT EMPLOYEE OF DISTRICT

While engaged in carrying out the terms and conditions of this Agreement, the CONTRACTOR is an independent CONTRACTOR, and not an officer, employee, agent, partner, or joint venturer of the DISTRICT.

12. INSURANCE

The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained the insurance required under this paragraph, satisfactory proof of such insurance has been submitted to DISTRICT, and said insurance has been approved by the DISTRICT. The CONTRACTOR shall procure and shall maintain at its own expense the necessary insurance policies during the life of this Agreement. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the DISTRICT'S prior written consent, and, the DISTRICT shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.

INSURANCE (if required):

Without limiting CONTRACTOR'S indemnification, it is agreed that CONTRACTOR shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) aggregate per occurrence. In addition, and equally important is the requirements to include 3 endorsements. 1) Additional insured Endorsement, 2) Primary and Non-Contributory Coverage, and 3) Waiver of Subrogation on the CGL, Auto & WC. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. The DISTRICT shall be named as an additional insured on the liability policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractors policy shall provide that it is primary such that insurance maintained by the DISTRICT, if any, shall be excess and not co-primary. CONTRACTOR shall product the policy for DISTRICT, upon request. CONTRACTOR shall also have valid Workers' Compensation Insurance with coverage limits in accordance with California law.

13. WORKER'S COMPENSATION INSURANCE

CONTRACTOR agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, then CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claim.

14. FINGERPRINTING

As required under California Education Code Section 45125.1, individuals and companies must have employees fingerprinted if the service to be provided puts them in contact with students. The DISTRICT will determine if the Contractor or its employees are subject to this requirement. The CONTRACTOR will bear all costs associated with this fingerprinting requirement. The DISTRICT shall not reimburse the CONTRACTOR for any Department of Justice rejections. No work under this Agreement shall begin until the Department of Justice has notified the DISTRICT of clearance of CONTRACTOR'S employees.

15. COMPLIANCE WITH LAWS

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on services to be performed. If CONTRACTOR observes that any of the work required by this Agreement is at variance with any such laws, ordinances, rules or regulations, then CONTRACTOR shall notify the DISTRICT, in writing, and, at the sole option of the DISTRICT, any necessary changes to the scope of services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon CONTRACTOR'S receipt of a written termination notice from the DISTRICT. If CONTRACTOR performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the DISTRICT of such violation, then CONTRACTOR shall bear all costs arising therefrom and DISTRICT shall have no obligation to pay or reimburse CONTRACTOR for such work.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited

exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a) in which circumstance the contractor or subcontractor is ineligible to respond to a bid or to do public work].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. NO ORAL MODIFICATION

Any waiver, amendment, modification, consent or acquiescence with respect to this Agreement or any provision of this Agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

18. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer for the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

19. 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 agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do shall constitute material breach of the Agreement.

20. 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 for a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. EXHIBITS AND ATTACHMENTS

This Agreement may include Exhibits and Attachments, which are incorporated into this Agreement by reference. Unless clearly stated otherwise in an Exhibit or Attachment, the terms of the body of this Agreement prevail over any contrary terms shown in an Exhibit or Attachment.

This Agreement is entered into this _____ day of _____, _____.

Kings Canyon Unified School District

Contractor

Signature of Authorized Agent

Signature of Authorized Agent

Print Name

Print Name

Title

Title

Board Approval Date: _____

Phone Number