

# ASSOCIATE STUDENT BODY AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between the Associate Student Body of \_\_\_\_\_ school, hereinafter referred to as "ASB," and \_\_\_\_\_, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. ASB and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_( ) [ ] **HOURS** [ ] **DAY(s)**, under the terms of this agreement at the following location \_\_\_\_\_  
\_\_\_\_\_.
3. In consideration of the services performed by Contractor, ASB shall pay Contractor according to the following fee schedule:
  - a. ASB shall pay \$\_\_\_\_\_per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of \$\_\_\_\_\_. Contractor shall only be paid for work completed to the satisfaction of ASB through the termination date of this agreement.
  - b. ASB [ ] **SHALL**; [ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the agreed upon rates. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. ASB shall make payment on a [ ] **MONTHLY PROGRESS BASIS**, [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by ASB. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on \_\_\_\_\_, and shall terminate on \_\_\_\_\_.
5. This agreement may be terminated at any time during the term by either party upon \_\_\_\_\_ days written notice.
6. Contractor shall contact the ASB's designee, \_\_\_\_\_at ( ) \_\_\_\_\_ with any questions regarding performance of the services outlined above. ASB's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and ASB assumes no responsibility for workers' compensation liability. ASB likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.
  - a. **CONTRACTOR** shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional

insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

- b. Contractor [ ] WILL [ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. ASB shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the ASB. Proprietary materials will be exempted from this clause.

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Associate Student Body

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO Number (Required):

\_\_\_\_\_  
Principal/Authorized Site Administrator Approval

\_\_\_\_\_  
ASB Bookkeeper

\_\_\_\_\_  
Associate Superintendent of Business Services (expenses greater than \$2,499.99)

**Send all copies to the ASB Bookkeeper:**

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.**
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.**