

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and _____ (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. **Contractor** shall perform the following duties: (Include **detailed** description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by **Contractor** may be attached after approved by **District** in lieu of entering detailed description below.

If the **Contractors** proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$_____.
- B. **Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on _____ and shall terminate on _____ or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

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- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **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.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state **are subject** to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law **are exempt** from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

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- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.

- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

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AGREED:

CONTRACTOR

DISTRICT

Company or Individual Name

Authorized District Signature

Printed Name of Contractor or Authorized Signer

Date

1 Contractor Signature Date

Site / Department Administrator Signature

2 Social Security Number / Tax ID #

Printed Name

Address

School Site / Department Name

City State Zip

Date

Phone Number Fax Number

Phone Number

e-mail address

e-mail address

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