

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT
****For Agreements Less than \$25,000****

GENERAL INFORMATION:

School/Department: _____ Consultants/Contracted Services: _____
District Contact Person: _____
Contractor: _____
Contractor's Contact Person: _____
Contractor's Taxpayer Identification # _____ or SSN: see W-9
Requisition #: _____

This Independent Contractor Services Agreement is made and entered into effective _____
by and between the ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide Consultant services regarding school _____.
The parties anticipate that Contractor will provide these services on a daily or hourly basis as needed.
2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement. Contractor's qualifications shall be specified in attached VITA.
3. Term. This Agreement shall begin on _____ and end on _____ or a limit of \$ _____
whichever occurs first, subject to renewal upon agreement by both parties. There shall be no extension of the term of the agreement without express written consent of all parties.
4. Payment. District agrees to pay Contractor at following rate of \$ _____. Checks will be made payable to _____, and mailed to _____
upon receipt of an invoice. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.
5. Incidental Expenses: **NOT APPLICABLE**
 - a. Lodging: Actual cost of single occupancy. Not to exceed the applicable GSA rate per night. *Receipt Required.
 - b. Meals: Reimbursement limited to current rate for District employees.
 - c. Travel: Contractor shall not be reimbursed for travel costs within counties. Other travel costs to be reimbursed at the current allowable IRS rate.
 - d. Supplies: As negotiated with school/department contracting for service.
6. California Residency. Contractor is a resident of the state of California: _____ YES _____ NO. If "NO", Contractor shall complete and attach California Form 590-Withholding Exemption Certificate.
7. Conflict of Interest. Contractor does not have, or anticipates having, any interest in real property, investments, business interests in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
8. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

9. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The liability insurance provided as a requirement of this agreement must not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse including molestation.
10. Insurance. 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 one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained at the same rate currently required for District employees.
11. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
12. Worker's Compensation Insurance. Contractor agrees to provide all necessary worker's compensation insurance for Contractor's employees, in any, at Contractor's own cost and expense.
13. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
14. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent on the District.
15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
17. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in California.
19. 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 of the corporation for whom it was intended, or if delivered at or by registered or certified mail to the last business address known to the person who gives the notice.

20. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
21. 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.
22. 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 of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
23. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
24. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
25. **Board Approval. The effectiveness of this Agreement is contingent upon the approval of the Black Oak Mine Unified School District Board of Education.**

Executed on

DISTRICT

CONTRACTOR

Chief Fiscal & Operations Officer
Black Oak Mine Unified School District
