

**Ceres Unified School District  
INDEPENDENT CONTRACTOR AGREEMENT**

**2014-2015**

THIS CONTRACT is hereby entered into by the Ceres Unified School District, hereinafter referred to as DISTRICT, and

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CONTRACTOR

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MAILING ADDRESS

CITY

STATE

ZIP

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**CONTRACTOR'S STATE LICENSE CLASSIFICATION & NUMBER (if required)**

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this CONTRACT under the following terms and conditions:

- A. Services shall begin [REDACTED] and shall be completed [REDACTED].
- B. CONTRACTOR enters into this CONTRACT as an independent contractor and not as an employee of the District. The CONTRACTOR shall have no power or authority by this CONTRACT to bind the District in any respect except as provided herein. Nothing in this CONTRACT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the CONTRACTOR are employees, agents, contractors or subcontractors of the CONTRACTOR and not of the DISTRICT. The DISTRICT shall not be obligated in any way to pay any wage claims or other claims made against CONTRACTOR by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this CONTRACT.
- C. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this CONTRACT.
- D. CONTRACTOR must develop a written schedule of work acceptable to DISTRICT prior to commencement of work. CONTRACTOR must not deviate from said schedule without written permission from DISTRICT.
- E. CONTRACTOR shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses,

including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this CONTRACT on the part of CONTRACTOR except such loss or damage which was caused by the active negligence (**NOTE – active negligence to be removed if not a public work – REMOVE THIS PARENTHETICAL PRIOR TO CREATING FINAL COPY**), sole negligence or willful misconduct of the District. The provisions of this paragraph shall survive termination or suspension of this CONTRACT.

- F. CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this CONTRACT the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or, in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).
- (i) Prior to execution of this CONTRACT and prior to commencement of any work, the CONTRACTOR shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the CONTRACT. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the DISTRICT. As an alternative to the DISTRICT'S forms, the CONTRACTOR'S insurer may, subject to the approval of the DISTRICT, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The CONTRACTOR agrees to furnish one copy of each required policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of CONTRACTOR.
  - (ii) In addition to any other remedy the DISTRICT may have, if CONTRACTOR fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due CONTRACTOR under this CONTRACT.
  - (iii) Each insurance policy required by this CONTRACT shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30)

days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

- (iv) Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the DISTRICT.

- (v) Aggregate Limits/Impairment

If any of the above-required insurance coverages contain annual aggregate limits, you must give the DISTRICT notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The DISTRICT has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect DISTRICT'S protection are allowed without DISTRICT'S prior written consent.

- (vi) The requirement as to types, limits, and the DISTRICT'S approval of insurance coverage to be maintained by CONTRACTOR are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONTRACTOR under the CONTRACT.

- (vii) The CONTRACTOR and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the CONTRACT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by CONTRACTOR and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this CONTRACT. The failure of CONTRACTOR or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this CONTRACT.

- (viii) Worker's Compensation and Employer's Liability Insurance.

(a) Worker's Compensation - Insurance to protect the CONTRACTOR, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The CONTRACTOR shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the CONTRACT Documents.

(b) The insurer shall agree to waive all rights of subrogation against the DISTRICT for losses arising from work performed by the CONTRACTOR.

(ix) **Comprehensive General and Automobile Liability Insurance.**

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

(a) Provision or endorsement naming the DISTRICT and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the CONTRACT; liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees or volunteers.

(b) Provision or endorsement stating that for any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers to the extent the DISTRICT is an additional insured. Any insurance or self insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

(c) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the DISTRICT, its officers, officials, employees, or volunteers.

(d) Provision or endorsement stating that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (e) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the CONTRACTOR under the CONTRACT, including, without limitation, that set forth in Section E.
- G. Services to be rendered to the DISTRICT by the CONTRACTOR shall be described in detail in the attached scope of work attached hereto as Exhibit A and incorporated herein by reference.
- H. Neither party shall assign or delegate any part of this CONTRACT without the written consent of the other party.
- I. CONTRACTOR agrees and represents that it is qualified to properly provide the services set forth herein in a manner which is consistent with the generally accepted standards of CONTRACTOR'S profession. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof.
- J. CONTRACTOR understands and agrees that Labor Code Section 1771 provides that except for public works projects of One Thousand (\$1,000.00) dollars or less, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work shall be paid to all laborers, workmen, and mechanics performing construction, alteration, demolition or repair work on any DISTRICT facility, property or equipment. The general prevailing wage rate has been determined by the Director of the State Department of Industrial Relations and a copy of the applicable prevailing wage rates may be obtained from the Department of Industrial Relations or from the DISTRICT Office.
- K. The CONTRACTOR shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed \_\_\_\_\_ (\$\_\_\_\_\_), without DISTRICT'S prior written approval]. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month]. CONTRACTOR shall furnish DISTRICT with invoices for all expenses as well as for all materials authorized by this CONTRACT. The invoices shall be submitted with the [final] [monthly] [other] billings. If CONTRACTOR'S performance is not in conformity with the schedule of performance found in Section A, payments may be delayed or denied, unless the CONTRACTOR'S failure to perform in conformity with such schedule of performance is a documented result of the DISTRICT'S failure to conform with such schedule of performance, or if the schedule of performance is extended pursuant to Section P. If the work is halted at the request of the DISTRICT, compensation shall be based upon the

proportion that the work performed bears to the total work required by this CONTRACT, subject to this section K.

- L. This CONTRACT may be terminated by either party notifying the other, in writing, at least 10 days prior to the date of termination. In the event of termination, the CONTRACTOR shall be compensated as provided for in this CONTRACT. Upon termination, the DISTRICT shall be entitled to all work performed to that date.
- M. The DISTRICT has adopted a policy prohibiting the use of tobacco products anywhere and anytime on all DISTRICT properties. CONTRACTOR will inform all employees and sub-contractors of this policy and will be responsible for enforcement of the policy.
- N. CONTRACTOR must certify that none of the employees who may come in contact with students has been convicted of a violent or serious felony. All employees of a business with which the DISTRICT contracts who may have contact with pupils must submit fingerprints to the Department of Justice. This requirement does not apply when the DISTRICT determines that the contract employee will have limited contact with pupils. Contact with pupils is considered to be "limited" if any or all of the following criteria are met: 1) the contract employee will be on the school grounds for brief periods of time; 2) students will not be in close proximity to the area in which the contract employee is working; and 3) the contract employee will not be working alone on the school grounds.

**CONTRACTOR must check one of the blanks below:**

\_\_\_\_\_ I certify that I nor any of my employees are subject to California Department of Justice clearance because they will either not come in contact or come in limited contact with pupils.

\_\_\_\_\_ I certify that none of my employees who may have contact with pupils have been convicted of a felony, i.e. certain serious or violent crimes, sex, or drug offenses. A list of the names of my employees who may come in contact with pupils is attached.

- O. In the event of any action or proceeding between the parties arising out of or relating to this agreement or the breach, interpretation or enforcement of same, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.
- P. There shall be no change whatsoever in the scope of work described in Section G without an executed change order. DISTRICT shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the drawings and specifications unless the same shall have been authorized by and the cost thereof approved in writing by change order. No extension of time for performance of the scope of work shall be allowed

hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the change order.

- Q. CONTRACTOR must complete the attached IRS Form W-9 "Request for Taxpayer Identification Number and Certification".
- R. CONTRACTOR covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the CONTRACT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR shall make all disclosures required by the DISTRICT'S conflict of interest code in accordance with the category designated by the DISTRICT, unless the DISTRICT determines in writing that CONTRACTOR'S duties are more limited in scope than is warranted by the category designated by the DISTRICT code and that a narrower disclosure category should apply. CONTRACTOR also agrees to make disclosure in compliance with the DISTRICT conflict of interest code if, at any time after the execution of this CONTRACT, DISTRICT determines and notifies CONTRACTOR in writing that CONTRACTOR'S duties under this CONTRACT warrant greater disclosure by CONTRACTOR than was originally contemplated. CONTRACTOR shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the DISTRICT.
- S. CONTRACTOR shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this CONTRACT or the materials used or which in any way affect the conduct of the work.
- T. CONTRACTOR shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
- U. CONTRACTOR shall maintain and make available for inspection by the DISTRICT and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this CONTRACT. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this CONTRACT are made to the CONTRACTOR.
- V. This CONTRACT constitutes the entire agreement between the parties relative to

the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this CONTRACT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this CONTRACT, except those contained in or referred to in the writing.

W. All notices that are required to be given by one party to the other under this CONTRACT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

DISTRICT: Ceres Unified School District  
2503 Lawrence Street  
Ceres, CA 95307

CONTRACTOR:

X. This CONTRACT shall be interpreted and governed by the laws of the State of California. Any action arising out of this CONTRACT shall be brought in Stanislaus County, California, regardless of where else venue may lie.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

FOR THE DISTRICT:

FOR THE CONTRACTOR:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Steve Fabela  
\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

Asst. Superintendent, Business  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



EXHIBIT A  
SCOPE OF WORK

[INSERT W-9 FORM HERE]