

**Merced Union High School District
Independent Contractor Agreement**

Date: _____, 20__.

Service Provider: _____ (“Contractor”)

Social Security Number: _____

Service Recipient: Merced Union High School District (“District”)

This Agreement is executed on _____, 20__, by and between Contractor and District. District desires to receive services provided by Contractor, and Contractor desires to provide said services to District. Therefore, it is mutually agreed between the parties as follows:

1. SCOPE OF WORK

Contractor will perform the following services for District:
[Describe the services to be performed]

2. COMPENSATION AND PAYMENTS

District shall pay Contractor _____
_____ [describe the payment arrangement and amount]. Contractor shall bill District for services rendered on a(an) _____ [e.g. monthly, upon completion] basis in the manner and form prescribed by the District. Payment shall be made no later than thirty (30) days after receipt and approval of the invoice.

3. NO UNLAWFUL DISCRIMINATION

Neither the District nor the Contractor shall discriminate against any person because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, or sexual orientation. This prohibition against unlawful discrimination extends to any person is perceived to have any of the above characteristics or who is associated with someone who has, or who is perceived to have, any of those characteristics.

4. CONFIDENTIALITY

Contractor shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of District employment and student records and information which he/she may have access to in the course of performing services for District.

5. NOTICES

Any notices herein provided to be given by either party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

District
TO: Merced Union High School District
Attn: Deputy Superintendent
P.O. Box 2147
Merced, CA 95344
Telephone: 209-385-6411
Fax: 209-385-6422

Contractor
TO: Contractor Name: _____
Mailing Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone #: _____
Fax: _____

The address to which the notices are to be sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving to any notice by personal service.

6. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing on _____, 20__, and ending on _____, 20__. It is specifically agreed by each party that this Agreement may be terminated by either party without cause or legal excuse provided that such party desiring termination gives thirty (30) days written notice to the other of said party's decision to terminate.

7. MODIFICATION

Notwithstanding any of the provisions of this Agreement, this writing contains the entire agreement between the parties hereto, and there are no other agreements or understandings written or oral. This Agreement may not be changed or modified except in writing and signed by the parties hereto.

8. FINGERPRINT CLEARANCE Check Here if Applicable _____

Contractor certifies that Contractor or any employees of Contractor performing services for the District have been cleared by a fingerprint check performed by the California Department of Justice and are not prohibited by law from being employed by Contractor or having contact with pupils pursuant to applicable State law.

9. WORK PRODUCT

District shall become the owner of and entitled to exclusive possession of all records and documents of any kind produced by Contractor within the scope of services performed pursuant to this contract. No other uses thereof will be permitted except by permission of District.

10. COPIES OF AGREEMENT

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

11. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. EXCLUSION OF BENEFITS

Contractor understands and agrees that he or she and all of his or her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District, including but not limited to, State Unemployment Compensation Insurance or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

13. INDEMNIFICATION

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, whether or not there is concurrent passive negligence on the part of District, its officers, agents, or employees, except for liabilities arising from the sole negligence or willful misconduct of District.

14. INSURANCE

Contractor at its own cost and expense shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate. Contractor shall also maintain with regard to any vehicles which he or she uses in performance of this contract automotive insurance with combined single limit of not less than \$100,000 per accident.

Contractor at its own cost and expense shall also maintain Professional Liability Insurance with a limit of not less than \$100,000. If this insurance is written on a claims made basis, it shall continue for three years duration following termination of the agreement.

All insurance required under this contract shall be broad enough to insure the indemnity obligation set forth in Article 13. All insurance shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company before cancellation or change in coverage, scope or amount. District shall be designated as an additional insured on each policy. Contractor will provide District with certificate(s) verifying that he/she maintains the insurance required by this contract.

IN WITNESS THEREOF, the parties the day and year first above written have affixed their signatures hereto.

Merced Union High School District

[Must be signed by Superintendent,
Or Deputy Superintendent]

Print Name: _____

Signature: _____

Date: _____, 20__.

Contractor

Print Name: _____

Title: _____

Signature: _____

Date: _____, 20__.

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[For District Use Only]

[To Be Completed by Site Principal or Program Manager]

Account Classification: _____

Principal/Program Manager

Print Name: _____

Signature: _____

Date: _____