

CALAVERAS UNIFIED SCHOOL DISTRICT
P.O. BOX 788
SAN ANDREAS, CA 95249

AGREEMENT FOR SPECIAL CONTRACT SERVICES
Pending Board Approval

This agreement, by and between the Calaveras Unified School District, hereinafter referred to as

“The District”, and _____, hereinafter referred to as “The Contractor”, is for consultant or special services to be performed by a non-employee of the District. The District 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 service(s) as outlined in Paragraph 1 up to a total of \$ _____ under the terms of this agreement.

3. In consideration of the services performed by Contractor, The District shall pay Contractor according to the following fee schedule:

1. The District shall pay \$ _____ Per hour,
not to exceed a total of \$ _____ Per day, or
\$ _____ Per week, or
\$ _____ Per year.

2. The District shall reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging at rates not to exceed:

Breakfast \$ _____

Lunch \$ _____

Dinner \$ _____

3. District shall make payment within thirty (30) days from Contractor's presentation of a detailed invoice on a claim form provided by the District. 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. Reimbursement of expenses shall not exceed:

\$ _____ for the term of this agreement.

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4. The term of this agreement shall commence on _____ and shall terminate on _____.
5. This agreement may be terminated at any time during the term by either party upon a _____ day written notice.
6. Contractor shall contact the District's designee, _____, at (____) _____, with any questions regarding performance of the services outlined above. The District'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 The District assumes no responsibility for workers compensation damage, or injury to person(s) or property during or liability relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify The 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 incurred; and any injury to person or property sustained by any person, firm or corporation, caused by any 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 the 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 the District for any such claim or demand, and pay or satisfy any judgment that may be rendered against The District in any such action, suit or legal proceedings against The District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require The District to hold harmless or indemnify The District for liability or damages resulting from the negligence or willful act, or omission of The District or its officers, agents, or employees.

8. This Agreement is for the personal services of 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 employers, 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 employers.
10. The District 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

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scope of services performed and no other use thereof will be permitted except by permission of The District. Proprietary materials will be exempted from this clause.

11. Consultant/Contractor certifies that he or she is not an employee of The District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing The District with an Employer Identification number of Social Security number as required by IRS regulations in relation to the conduct of his or her business and for the purpose of reporting income paid to Contractor on IRS Form 1099.

AGREED: (PLEASE SEE NOTE BELOW)

_____ CONSULTANT SIGNATURE	_____ AUTHORIZED SIGNATURE CALAVERAS UNIFIED SCHOOL DISTRICT (CUSD)
_____ CONSULTANT TITLE	_____ TYPE OR PRINT NAME OF CUSD AUTHORIZED SIGNATURE
_____ CONSULTANT ADDRESS	_____ ACCOUNT NUMBER
_____ CONSULTANT TELEPHONE NUMBER	_____ BUDGET APPROVAL
_____ CONSULTANT SOCIAL SECURITY NUMBER OR EMPLOYEE I.D. NUMBER	_____ DATE SIGNED BY CUSD
_____ DATE SIGNED BY CONSULTANT	

NOTE: Whenever organizational names are used, the authorized signature must include company title, such as President; the IRS Employer Identification Number must be used instead of a Social Security number.

If you are an independent contractor, Calaveras USD is required under SB 542 to report information to the Employment Development Department (EDD) within twenty (20) days of EITHER making payments totaling \$600 or more, or entering into a contract for \$600 or more in any calendar year, whichever is earlier.

Once the contract is received and approved by the Business Office consultant will receive a purchase order. To receive payment for services an invoice must be presented with the purchase order number referenced.

_____ Form W-9 Sent

_____ PO#

_____ Form W-9 Received

_____ EDD Reported