

AGREEMENT FOR SERVICES AS INDEPENDENT CONSULTANT

This Agreement is made this ____ day of _____, _____, between the Coronado Unified School District, hereinafter referred to as "District," and _____, hereinafter referred to as "Contractor."

1. Agreement for Services. The District operates a public school district, and agrees to engage the Consultant for services listed below:

Date(s) of Services: _____
Description of Services: _____

Consultant agrees to perform such services under the terms and conditions set forth in this Agreement.

2. Information on Progress of Work. Consultant shall keep District's Superintendent and other designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may request.

3. Cancellation. The District reserves the right in good faith to cancel the services to be provided should the District determine that the services are no longer needed or are not economically justified. In the event, the District shall notify Consultant by telephone or by facsimile thirty days in advance and reimburse Consultant for all services rendered through the date of cancellation. Consultant agrees to reimburse District for any sum or sums previously paid for which services have not been performed at the time of cancellation.

4. Compensation. The District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed _____ Dollars (\$_____).

5. Relationship of Parties. The parties intend that Consultant, in performing specified services, shall act as an independent contractor and shall have control of his/her work and the manner in which it is performed. The Consultant shall be free to contract for similar services to be performed for other employers while he/she is under contract with the District. Consultant is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees.

6. Out-of-State Independent Contractors. California Revenue and Taxation Code and related regulations require districts that make payments of California source income of more than \$1,500 in a calendar year to non-resident independent contractors performing services to withhold income taxes. The withholding rate is 7 percent of gross payments.

7. Liability. Consultant shall be responsible for performing the work under this Agreement in a safe, skillful, professional and workmanlike manner and shall be liable for his/her own negligence and negligent acts of his/her employees. The District shall have no right of control over the manner in which the work is to be done and shall therefore not be charged with the responsibility of preventing risk to Consultant or his/her employees. All work shall be done at Consultant's risk.

8. Control of Work. Consultant shall have control of the manner and means of performing this Agreement and shall complete it according to his/her own means and methods of work. Consultant shall direct the performance of his/her agents and employees.

9. Materials and Equipment. Consultant shall furnish all materials and equipment needed by Consultant to carry out the work to be performed by him/her under this contract at his/her expense.

10. Hiring and Compensation of Employees. Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for and in full control of such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation, as Consultant deems proper, subject to applicable law. Consultant alone shall have the right to discharge workers in his/her employment. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating under this Agreement, Consultant agrees to defend and hold the District harmless from such claim.

11. Indemnification. The Parties agree to indemnify and to hold each other free and harmless from all loss, liability, damages, costs or expenses that may or might at anytime arise or be asserted against the District or Contractor its officers, agents and employees, arising by reason of, in the course of, or in connection with the performance of this Agreement.

12. Assignment. Consultant may assign no portion of this Agreement or any of the work to be performed hereunder without the prior express written consent of District.

13. Fingerprinting Requirements. If required by the District, Consultant agrees to provide the District written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District pupils in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

14. Modification of Agreement. The terms of this Agreement may be modified in writing pursuant to written agreement between the parties.

I approve the scope of work provided and have earmarked funds to support this project.

CUSD Principal or Department Director Signature Funding Budget

***THIS CONTRACT IS VALID ONLY WITH BOARD AUTHORIZED SIGNORS:
SUPERINTENDENT OR ASSISTANT SUPERINTENDENT***

DISTRICT:

CONTRACTOR:

By: _____
(Signature)

By: _____
(Signature)

Donnie Salamanca
Typed Name

Typed Name

Deputy Superintendent
Title

Title

Board Approval Date

Social Security Number or
Tax Payer Identification Number