



CONTRACT FOR SERVICES

This AGREEMENT made this _____ day of _____, _____, between:

MADERA COUNTY SUPERINTENDENT OF SCHOOLS (MCSOS), _____
_____ having a principal place of business at 1105 S.
Madera Avenue, Madera, California 93637

and

CONTRACTOR, _____
_____ having a principal place of business
at _____ certifies that Contractor is a

☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☐ Nonprofit Corporation ☐ Other [describe: _____]

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on _____, _____, and will continue in effect _____ unless terminated in accordance with the provisions of Article 7 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of MCSOS. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between MCSOS and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

Section 3.01. Contractor agrees to:

MUSD will hire/share the cost for a consultant to coordinate and facilitate a Learning Hub for foster and homeless youth to ensure students have a quiet, structured environment to complete school work two days out of the week. Academic support and technical guidance will be provided and increased school-home communication and collaboration will be prioritized through phone calls, Zoom meetings, and ParentSquare. The consultant will collaborate with teaching staff to identify academic challenges and for the coordination of support services. The consultant will also assist in the development and facilitation of a two and a half week summer learning STEAM program. The consultant will supervise students, monitor attendance and behavior, make phone calls to parents as necessary, supervise field trips, etc. The consultant will make referrals as necessary.

Method of Performing Services

Section 3.02. Contractor will determine the method, details, and means of performing the above-described services. MCSOS shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

Employment of Assistants

Section 3.03. Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. MCSOS may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholdings.

Place of Work

Section 3.04. Unless specified in Section 3.01, Contractor shall perform the services required by this agreement at any place or location and at such times as Contractor shall determine.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Contractor, MCSOS agrees to pay

Contractor:

Invoices

Section 4.02. Contractor shall submit invoices for all services rendered.

Method of Payment of Compensation

Section 4.03.

Expenses

Section 4.04. Contractor shall be responsible for all costs and expenses incident to the performance of services for MCSOS, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. MCSOS shall be responsible for no expenses incurred by Contractor in performing services for MCSOS.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. Contractor will supply all tools and instrumentalities required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment or services from MCSOS.

Workers' Compensation Insurance

Section 5.02. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify MCSOS for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

General Liability Insurance

Section 5.03. Without limiting Contractor's indemnification, Contractor agrees that, during the entire term of this contract, and any extension or modification thereof, Contractor shall maintain in force a policy or policies including a Commercial General Liability policy (contractual liability included) with limits of not less than one million dollars (\$1,000,000) combined single limits and an Owned and Non-Owned Automobile Liability Insurance, for owned, scheduled, non-owned, or hired automobiles used in the performance of service(s) by Contractor, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence, for all damages arising out of death, bodily injury, sickness, or disease from each accident or occurrence and all damages arising out of destruction of property for each accident or occurrence. No later than the effective date of this contract, Contractor shall provide MCSOS with satisfactory evidence of insurance, including a provision for thirty (30) calendar days' written notice to MCSOS before cancellation or material change of the above specified policies. Contractor shall name MCSOS as an additional insured by endorsement to the Contractor's insurance policies and provide that the Contractor's insurance is primary, such that insurance maintained by the MCSOS, if any, shall be excess and not co-primary. Contractor shall produce copies of its policies to MCSOS, upon request.

Certificate Required ☐ Not Applicable ☐

Indemnification of Liability

Section 5.04. Contractor shall defend, indemnify, and hold harmless MCSOS, its officers, agents, employees, representatives, and volunteers against any and all liability imposed or claimed for damages for injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor or Contractor's assistants, employees or agents, or in connection with the performance of this Agreement, except for liability resulting from the sole or active negligence or willful misconduct of MCSOS or from its officers, agents, employees, or representatives who are employed with MCSOS.

Assignment

Section 5.05. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of MCSOS.

State and Federal Taxes

Section 5.06. As Contractor is not MCSOS's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- MCSOS will not withhold FICA (Social Security) from Contractor's payments;

- MCSOS will not make state or federal unemployment insurance contributions on behalf of Contractor;
- MCSOS will not withhold state or federal income tax from payment to Contractor;
- MCSOS will not make disability insurance contributions on behalf of Contractor;
- MCSOS will not obtain workers' compensation insurance on behalf of Contractor.

Section 5.07. Contractor will provide a copy of:

Business License ☐

Other Evidence of Self-employment ☐
(i.e.: Estimated tax report, Employer ID #, 1099, etc.)

ARTICLE 6. OBLIGATIONS OF MCSOS

Cooperation of MCSOS

Section 6.01. MCSOS agrees to comply with all reasonable requests of Contractor (and provide access to all documents reasonably) necessary to the performance of Contractor's duties under this agreement.

Assignment

Section 6.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by MCSOS without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Cessation of program by MCSOS;
3. Cessation of operations by either party.

Termination by MCSOS for Default of Contractor

Section 7.02. Should Contractor default in the performance of this agreement or materially breach any of its provisions, MCSOS, at MCSOS's option, may terminate this agreement by giving written notification to Contractor. For the purposes of this section, material breach of this agreement shall include, but not be limited to the following:

1. Provisions stated and referred to in Section 3.01;
2. Failure to provide services in accordance with mutually agreed upon time frames;
3. Rude or inappropriate behaviors;
4. Intoxication;
5. Possession or sale of controlled substances;
6. Drinking or possession of intoxicating beverages while providing services;
7. Theft;

8. Dishonesty;
9. Disorderly Conduct;
10. Damaging MCSOS property through recklessness or negligence;
11. Any other misconduct that jeopardizes the image, safety, or position of MCSOS.

Termination by Contractor for Default of MCSOS

Section 7.03. Should MCSOS default in the performance of this agreement or materially breach any of its provisions, Contractor, at the Contractor's option, may terminate this agreement by giving written notice to MCSOS. For the purposes of this section, material breach of this agreement shall include, but not be limited to the following:

Items stated or addressed under Article 4 Compensation.

Termination for Failure to Make Agreed-Upon Payments

Section 7.04. Should MCSOS fail to pay Contractor all or any part of the compensation set forth in Article 4 of this agreement on the date due, Contractor, at the Contractor's option, may terminate this agreement if the failure is not remedied by MCSOS within thirty (30) days from the date payment is due.

Termination Without Cause

Section 7.05. This agreement may be terminated without cause by MCSOS upon fourteen (14) days written notice to Contractor. In the event of a termination without cause, MCSOS shall pay Contractor for all services performed and all expenses incurred under this agreement, supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement. But each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Entire Agreement of the Parties

Section 8.02. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for MCSOS and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 8.03. If any provision in this agreement is held by a court of competent jurisdiction to be valid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Criminal Background Assessment and Clearance Requirements

Section 8.05. Contractor, including any Contractor who is an individual operating as a sole proprietor, shall comply, at Contractor's sole cost and expense, with Education Code Sections 45125.1 and 45125.2, if applicable, to fingerprint Contractor's employees, and the employees of any of Contractor's subcontractors or consultants, who are anticipated to come into contact with the MCSOS's students. Contractor further agrees to comply with any other fingerprinting requirements that may apply, as set forth in Education Code section 45125 et seq. Contractor shall complete the attached Certification of Criminal Background Assessment and Clearance prior to any of the Contractor's employees, or the employees of any of Contractor's subcontractors or consultants, coming into contact with MCSOS's pupils. Contractor further acknowledges and agrees that no employees, agents or representatives of Contractor, or any of Contractor's subcontractors or consultants, shall come into contact with MCSOS's students if they have been convicted of a felony as defined in Education Code section 45122.1. Notwithstanding anything to the contrary herein, to protect the safety of any pupil that may come into contact with a Contractor who is an individual operating as a sole proprietor, MCSOS shall, as required by Education Code section 45125.1(k), prepare and transmit that individual's fingerprints to the Department of Justice for processing.

THIS AGREEMENT IS NOT VALID UNLESS:

(1) SIGNED BY AN AUTHORIZED MCSOS OFFICIAL AND

(2) TO THE EXTENT REQUIRED BY EDUCATION CODE SECTION 45125.1, MCSOS HUMAN RESOURCES HAS REVIEWED CONTRACTOR'S CERTIFICATION OF CRIMINAL BACKGROUND ASSESSMENT AND CLEARANCE.

MCSOS has determined that Certification of Criminal Background Assessment and Clearance:

_____ IS NOT required, as the Contractor WILL NOT have contact or unsupervised contact with MCSOS pupils; OR

_____ IS required, as the Contractor WILL have unsupervised contact with MCSOS pupils and the completed Certification of Criminal Background Assessment and Clearance is attached.

Governing Law

Section 8.06. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at _____, California, on the date and year first above written.

CONTRACTOR:

**MADERA COUNTY SUPERINTENDENT
OF SCHOOLS:**

Company name: _____

By: _____
(Signature)

Typed Name

Typed Title

Information on file

Social Security or Taxpayer Identification
Number

Date: _____

By: _____
(Signature)

Typed Name

Typed Title

Date: _____