

CONTRACT # _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered on _____ between the Churchill County School District, hereinafter referred to as "District", and _____, hereinafter referred to as "Independent Contractor".

WITNESSETH

WHEREAS, the District is by law given reasonable and necessary powers to attain the ends for which the public schools are established and to promote the welfare of school children, and

WHEREAS, the Independent Contractor represents that they possesses the necessary qualifications and experience to render and perform such services of value to the District.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I **PERIOD OF PERFORMANCE**

This Agreement shall be effective from _____ through _____. The term of this Agreement may be modified for purposes of continuing or completing work under way upon mutual written agreement of the parties.

ARTICLE II **SCOPE OF WORK**

ARTICLE III **THE INDEPENDENT CONTRACTOR SHALL**

ARTICLE IV **COST AND PAYMENT**

- A. For and in consideration of the materials, services, and work product, which is made the subject of this Agreement, the District shall pay to the Independent Contractor the sum not to exceed _____ as set forth in the payment schedule.
- B. Payment schedule: Payable upon receipt of written invoice submitted to the District's representative for approval and provided to the District's Business Office for payment processing.
- C. Any travel reimbursement allowed to Independent Contractor or Independent Contractor's agents or employees as part of Independent Contractor's compensation shall not exceed the maximum payable to employees of the District engaged in travel as provided by law.

ARTICLE V GENERAL PROVISIONS

The District and the Independent Contractor further agree that:

- A. The services are to be conducted under the general direction of _____, _____, the representative of the District.
- B. This agreement shall be construed and interpreted according to the laws of the State of Nevada and any recourse to judicial action shall be in the courts of the State of Nevada to the exclusion of all other judicial process.
- C. **Entire Agreement** This agreement constitutes the entire agreement and understanding between the parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, where any of the same are either oral or in writing, or express or implied, between the parties hereto with respect to the subject matter herein. No change or modification of this Agreement shall be valid or binding unless in writing and signed by Independent Contractor and a duly authorized representative of the District.
- D. **Liability Claims** The Independent Contractor agrees to fully exonerate, indemnify and save and hold the District, its agents or employees, harmless from and against all claims or actions, and all expenses or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement by Independent Contractor or Independent Contractor's agents or employees.
- E. **Workman's Compensation** By the nature of these services, you may be required to provide Workman's Compensation Insurance. Do you have a current policy for this coverage?
YES ☐ NO ☐ **If yes, please provide a copy of the policy with this contract.**
- F. **Completed W-9** The Independent Contractor must submit a completed W-9 with the original signed contracts or prior to payment. A blank W-9 will be made available to the Independent Contractor upon request. Payments will be made to the name identified on the W-9 in Box 1 or 2.
- G. **Assignment** The Independent Contractor shall neither assign, transfer, nor delegate any rights, obligations or duties under this Agreement without prior written consent of the District.
- H. **Document Inspection** The books, records, documents, and accounting procedures and practices of the Independent Contractor relevant to this Agreement shall be subject to inspection, examination, and audit by the District and local and state agencies having jurisdictional authority.
- I. **Reports, Studies and Materials** Any reports, studies, or materials prepared by the Independent Contractor in the performance of this Agreement shall be the exclusive property of the District and shall be remitted to the District upon completion, termination or cancellation of this contract. Independent Contractor shall not use, willingly allow, or cause said materials to be used except in the performance of this Agreement without prior written consent of the District.
- J. **Legal Relationship** The District and Independent Contractor acknowledge and agree that Independent Contractor is an Independent Contractor and not an employee, partner, or joint venture of the District and this Agreement creates no legal relationship between the District and Independent Contractor other than that of an Independent Contractor. No acts of or agreements entered into by Independent Contractor shall be binding upon the District unless expressly authorized in writing by the District. Independent Contractor shall not hold himself out to be an employee of the District, and

Independent Contractor will not be treated as an employee of the District. If the District provides its employees with any fringe benefits, including, but not limited to, any group insurance coverage, participation in any pension and/or profit sharing plans and trusts, vacation pay, disability pay, death benefits, and bonuses, Independent Contractor shall not be entitled to receive any of them.

- K. **Copyright and Publication** The term "materials" as used herein denotes writings, sound recordings, films, pictorial reproductions, drawings or other graphic representations, computer programs, and work of similar nature produced or specified to be delivered under this Agreement. The Independent Contractor agrees that it will not establish any claims to statutory copyright or assert any right at common law or equity in any of the materials delivered to the District that is called for in Article II of this Agreement. Permission to reference any of the materials produced under this Agreement must be granted in writing by the District.
- L. **Notices** All notices required or permitted by law or by the terms of this Agreement shall be in writing and shall be considered (1) given upon personal service of a copy to the representative of the District or (2) 48 hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the representative of the District and properly deposited in the United States mail.
- M. **Termination** This Agreement may be terminated by either party, with or without cause, at any time upon service of a 10 day written notice of termination to the other party.
- N. **Attorneys' Fees** If either party brings an action or proceeding, to enforce, protect or establish any right or remedy under the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.
- O. By signing this contract, I certify that I have never been suspended or debarred from providing services to be paid from any federal or state funds.

AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicated originals on _____.

INDEPENDENT CONTRACTOR

CHURCHILL COUNTY SCHOOL DISTRICT

BY: _____
Signature Date

BY: _____
Signature Date

BY: _____
Superintendent Date

DISTRIBUTION

Original: Business Office
Original: Contractor
Copy: District Administrator

INSTRUCTIONS FOR INDEPENDENT CONTRACTOR AGREEMENT

- ♦ The initiator shall provide two original contracts, get the Contractor's signature and sign both originals as District Administrator. These signatures must be obtained on both originals before sending the contracts to the District Office for approval by the Superintendent.
- ♦ Make sure **Article V Item E - Workman's Compensation** is marked either **yes** or **no**. If **yes** is marked, you must attach a copy of the Workman's Compensation policy to the contract.
- ♦ All Independent Contractors must have a W-9 on file with the Business Office. Make sure one is submitted to the Business Office prior to any request for payment.
- ♦ Once the contract is approved by the District Office a contract number will be assigned and one copy and one original will be returned to the District Administrator who initiated the contract. The District Administrator is to keep the copy for their records and forward the original to the Contractor. The other original is kept on file in the Business Office.
- ♦ Issue a Purchase Order.