

COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is between Cotati-Rohnert Park Unified School District (DISTRICT) and _____ (Contractor). Any notices shall be personally delivered or served by first-class mail on the Parties at the following addresses:

DISTRICT

John Bartolome, Chief Business Official
7165 Burton Avenue
Rohnert Park, CA 94928

CONTRACTOR

Name: _____
Address: _____
Phone: _____
Email: _____

SERVICE DELIVERY

School Site: _____
Description of Service: _____
Effective Dates: _____
Rate: _____

ACKNOWLEDGEMENTS:

As an independent contractor _____ is not entitled to employee benefits, workers'

compensation coverage or participation in any DISTRICT retirement plan. DISTRICT will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, make state or federal unemployment compensation contributions on CONTRACTOR's behalf, or withhold state or federal income tax from CONTRACTOR's payments. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement

CONTRACTOR shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the FBI, and the completion of criminal background investigations. CONTRACTOR is responsible for fingerprint clearance costs.

CONTRACTOR will provide the school office with an invoice at the end of each month reflecting actual services provided during the month. DISTRICT will remit payment within 30 days of receipt of invoice.

CONTRACTOR will provide the DISTRICT with a Certificate of Insurance. See Exhibit A.

With reasonable cause, either DISTRICT or CONTRACTOR may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage.

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without DISTRICT's prior written approval.

AGREED

DISTRICT

CONTRACTOR

**Minimum Requirements for Certificates of Insurance
Contractors, Vendors, Etc.**

Minimum Insurance Coverage. During the term of the contract, the Contractor shall maintain, at his sole expense, minimum insurance coverage as follows:

Worker's Compensation

Employer's Liability

\$1,000,000 each accident
\$1,000,000 each employee - disease
\$1,000,000 policy limit - disease

Automobile Liability

(owned, non-owned, hired)

Bodily Injury	\$1,000,000 each person \$1,000,000 each accident
Property Damage	\$1,000,000 each accident
Or Combined Single Limit	\$2,000,000 each accident

Commercial General Liability

Bodily Injury &

Property Damage

\$1,000,000 each occurrence
\$3,000,000 aggregate

Umbrella Liability

\$5,000,000.00 per occurrence
\$5,000,0000.00 aggregate

Insurance Carrier Rating

The Contractor's insurance carrier must be approved by the District and carry a minimum "A-" rating with a minimum financial capacity rating of VII.

Required Language

- Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
- Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or an amount of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."