

INDEPENDENT CONTRACT AGREEMENT
BETWEEN
SHASTA COUNTY OFFICE OF EDUCATION
AND

Name of "Outside Organization" providing services

Address (Not Post Office Box)

City, State & Postal/Zip Code

Telephone Number

Organization Type: (Individual(s), Partnership, Corporation (Profit), Corporation (Not-for-Profit),
Association, Limited Liability Company, Club, Public Entity)

In order to ensure compliance with California Education Code Section 45125.1 subsection (d) and to complete the fingerprinting of persons working for, or, associated with the "Outside Organization", the participating "Outside Organization" must ensure all persons providing direct service to students in Shasta County Office of Education Programs pass a background reference check and Live Scan (fingerprint) Clearance facilitated by the "Outside Organization" providing the service. In the case of a sole proprietor, the Shasta County Office of Education is responsible to prepare and submit the fingerprints to the Department of Justice for processing.

The undersigned, including those acting on behalf of the undersigned, will not be considered as employees, officers, or agents of the Shasta County Office of Education for any purpose. It is expected that the undersigned will provide proof of liability coverage in the form of a certificate of insurance in the amount of \$1,000,000; \$2,000,000 for consultants. The certificate of insurance must include an Additional Insured endorsement naming the Shasta County Office of Education, its elected or appointed officials, employees, agents and volunteers as additional insured. The undersigned is also expected to provide workers compensation coverage and pay the prevailing wage to the person providing these services.

The undersigned shall agree to hold harmless and indemnify the Shasta County Office of Education, its elected or appointed officials, employees, agents and volunteers for any occurrence arising out of the above mentioned delivery of services except for those acts or omissions resulting from the sole negligence of the Shasta County Office of Education, its officers, agents and employees.

In addition, the Shasta County Office of Education agrees to hold harmless and indemnify the undersigned for any occurrence arising out of above delivery of services, except for those acts or omissions resulting from the sole negligence of the undersigned and/or the person the undersigned provides to deliver the above mentioned services.

In order to induce Shasta County Office of Education to accept this agreement during the 20[]/20[] school year, the following information concerning the services is to be provided:

- a) Are you operating as a sole proprietor? Yes No
If yes, it is the responsibility of the Superintendent of Schools or designee to prepare and submit your fingerprints to the Department of Justice. Your hiring department will provide you with directions about obtaining the LiveScan application and notify you upon clearance. Fingerprint fees are the responsibility of the Sole proprietor and payable to the Shasta County Office of Education.
- b) Are you or any of your employees a retiree of the CalPERS or CalSTRS retirement systems? Yes No

c) The purpose of the services provided:

d) The names of persons anticipated to provide service:

e) Other:

SCOE may at any time, for any reason terminate this agreement and compensate the Outside Organization for services rendered to date of termination. Notice in writing by the County Superintendent of Schools shall be sufficient to stop further performance of services by Outside Organization. Notice of termination shall be considered given when received or no later than three days after the day of the certified mailing, whichever is sooner.

This agreement is not assignable. Any exceptions to agreement must be approved in writing by the County Superintendent of Schools or designee.

This agreement has been signed on this [] day of, [] 20[]

by an authorized person of the "Outside Organization".

Name of Authorized Agent

X _____
Authorized Signature

For County Office Program use only:

Will 'Outside Organization' be in contact with Students? Yes No

X _____
Program Manager Signature