

Independent Contractor Agreement Packet Instructions

Thank you so much for your interest in partnering with DCSD. If you have any questions regarding this packet feel free to contact Strategic Sourcing and Contract Management at Suppliermanagement@dcsdk12.org

Please find attached the Independent Contractor Agreement.

1. Independent Contractor requirements to be provide to DCSD:

- Complete and sign Independent Contractor Agreement (pg 6)
- Sign Background Verification (Exhibit A, pg7)
 - Applicable if in the presence of students
 - States that you have completed a background check and if audited you will be able to produce a copy.
- Provide proof of Certificate of Liability (COI), listing DCSD as additionally insured
 - Applicable if providing the service on a District property
 - If you do not have Liability Insurance, please sign the waiver (Exhibit B, pg 9) releasing DCSD from all liability however be aware you assume all liability.
- Provide proof of Worker's Compensation
 - Applicable if providing the service on a District property
 - If you do not have worker's compensation, please sign the waiver (Exhibit C, pg 10)
- Provide signed and dated W9
- Provide signed Student Data Protection Addendum, if applicable
 - Applicable if Independent Contractor comes in contact with student data

2. Return to Bookkeeper/Accounting Specialist.

3. Bookkeeper/Accounting Specialist will submit it to Workday.

Helpful Questions to ask:

- **Are you a friend or family member of a district employee?**
 - If yes, you can **not** become an Independent Contractor or be paid by the District, as it is a "Conflict of Interest" (Policy Number: Superintendent File: DJ-R)
- **Are you a current district employee, student, charter employee, county employee, sheriff, police officer, or university employee?**
 - If yes, they do not need to become an Independent Contractor. We will only need W9 for payment. (CO Governmental Immunity Act, C.R.S. 24-10-101 et. seq.)
- **Are you a company (Corporation, LLC, etc.)?**
 - If yes, we will not require an Independent Contractor Agreement, however a Master Services Agreement may need to be signed. Contact Suppliermanagement@dcsdk12.org

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1
INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this _____ day of _____, 20____, by and between Douglas County School District RE-1 (“District”) and _____ (“Contractor”). In consideration of the mutual covenants and promises contained in this Agreement, Contractor and Contractor agree as follows:

I. Scope of Agreement

Contractor shall provide the following professional services, (hereinafter “Services”):

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Contractor shall provide the Services in an efficient and effective manner, using his/her best skill and judgment in accordance with the highest standards of the profession for such Services in furthering Contractor’s and students’ best interests. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement.

Contractor shall not begin any work against this agreement without a valid Purchase Order Number.

Contractor understands the nature and scope of the Services, and school personnel; and will notify District in a timely manner of any additional information and/or clarification needed for the provision of the Services.

II. Term

The term of this agreement shall commence on _____, 20____, and shall for a period not to exceed three (3) consecutive calendar years. The agreement may be terminated earlier by final completion of Services by Contractor and acceptance of such Services by Contractor or through the termination provisions described herein. If Services are not complete by the end of the contract period, this contract shall be renegotiated.

III. Intent of the Parties

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of Douglas County School District Re.1, and that:

1. Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers’ compensation and self-employment taxes. No federal, state or local taxes of any kind shall be withheld or paid by Contractor.
2. Contractor is not entitled to unemployment insurance benefits or workers’ compensation benefits unless such coverages are provided by the independent contractor.

3. Contractor does not have the authority to act for District, or to bind Contractor in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Contractor. Contractor is not an agent of District, and will not hold itself out to the public as an agent of District.
4. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
5. The District will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.
6. Neither Contractor, nor its employees, will receive benefits of any type from District.
7. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the District.
8. All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.
9. Contractor will not combine its business operations in any way with District's business operations, and each party shall maintain their operations as separate and distinct.

IV. Contractor Responsibilities

In addition to all other obligations contained herein, Contractor agrees:

1. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
2. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of Contractor.
3. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.
4. The Contractor agrees to provide verification to the District that it has and will conduct at its own expense a consumer report, including a criminal background check, for the Contractor and any sub-contractors that has contact with District students or enters any District property. This authorization, in original or copy form, shall be valid for this and any future reports or updates that may be requested. Upon any reasonable notice, the Contractor agrees to conduct and update a consumer report, including a criminal background check for any employee that has contact with District students or enters any District property. The Contractor understands that these reports may contain negative information about the Contractor or sub-contractor's background, mode of living, character, and reputation. If Contractor or any sub-contractors who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to have contact with District students or enter any District property.
 - a. The Contractor must complete a Verification of Background Check, attached as Exhibit A, for Contractor and any subcontractor that is in the presence of District students or enters any District property. Contractor will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements and other laws regulations or policies governing background checks.

- b. District reserves the right to cancel, without penalty, at any time, this contract if it reasonably determines that such a report was not conducted on the Contractor or any sub-contractor, or if conducted, the Contractor acted unreasonably in reference to the information contained in the report. If, in the sole discretion and judgment of the District or its representatives, the Contractor refuses or fails to conduct a consumer report including a criminal background check or acts unreasonably in reference to the information contained in the report or reports, the District may consider such inaction or action to constitute a default by the Contractor.

V. Contract Payment

1. Payment

For the satisfactory performance of the Services hereunder, Contractor shall pay Contractor the fixed or contract rate of _____ for its Services within _____ days after receipt of Contractor's invoice. District shall have no obligation to make any payments until such time as District accepts performance as satisfactory. Contractor acknowledges the contract pay was negotiated or bid by the District.

2. Invoices

Contractor shall submit invoices for all Services performed. Such invoices shall state a description of each specific Service performed.

- Name of the individual providing services
- Dates of which services were rendered
- Detailed descriptions of the services or activities performed
- Compensation for the services rendered
- Valid Purchase Order Number

VI. Insurance

1. No later than seven days after execution of this Agreement, Contractor shall provide District with either certificates of insurance evidencing the types and amounts specified below or a fully signed Waiver and Release of Liability (Exhibit B attached):
 - a. Standard workers' compensation insurance as required by law or applicable waiver in state where Service is performed.
 - b. Comprehensive general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and that is consistent with standard industry practices. Such coverage shall provide a limit of One Million Dollars (\$1,000,000) combined single limit for bodily injury, property damage, and personal injury for each occurrence subject to an aggregate limit of One Million Dollars (\$1,000,000). Contractor must be named as an Additional Insured on the Contractor's and all Subcontractors' policies.

- c. Automobile liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services. Contractor shall carry insurance, insuring all owned and non-owned automobiles. Such coverage shall provide a limit of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for each occurrence subject to an aggregate limit of One Million Dollars (\$1,000,000). Contractor must be named as an Additional Insured on the Contractor's and all Subcontractors' policies.
2. Insurance coverage shall not be reduced below the limits described above or canceled without Contractor's written approval of such reduction or cancellation.
 - a. Contractor shall require that any of its agents and/or subcontractors who enter upon Contractor's premises shall maintain like insurance. Certificates of such insurance shall be provided to Contractor upon request.
3. With regard to all insurance, such insurance shall:
 - a. Be primary insurance to the full limits of liability herein before stated and should Contractor have other valid insurance, Contractor insurance shall be excess insurance only.
 - b. Not be canceled without thirty (30) days prior written notice to the District.

VII. Notice

Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

1. Notices to District shall be addressed to: Strategic Sourcing & Contract Management, 701 Prairie Hawk Dr., Castle Rock, CO 80109 Attn: Director
2. Notices to Contractor shall be addressed to: [REDACTED]
[REDACTED]
Email: [REDACTED]

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided, and any notice thereafter required to be given shall be sent by certified mail to such new address.

VIII. Termination

1. District may terminate this Agreement, in whole or in part, at any time upon five (5) days written notice to Contractor either in the event of default by Contractor, or solely for its convenience and without cause or default. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice. Without limitation to any of District's other rights or remedies under law or in equity, in the event of cancellation by District due to default by Contractor, District shall have the right, but not the obligation, to arrange for completion of the Scope of Agreement by others and no sums shall be due or

payable to Contractor until the Scope of Agreement has been completed and reasonable time has passed for District to determine the scope of its damages caused by such default.

2. In the event of termination of this Agreement by District for its convenience and without the occurrence of default by Contractor, Contractor shall be paid in full compensation for the Scope of the Agreement properly performed expressed as a percentage of the total Scope of the Agreement. Contractor agrees to accept the sum provided for in this Subsection as its sole compensation and waives the right to any additional compensation or damages of any kind, including, without limitation, lost profits or opportunity damages, prospective losses or consequential damages.
3. If District fails to receive sufficient appropriation or authorization of sufficient funds to provide for the continuation of this Agreement, then Contractor shall notify the Contractor in writing who shall immediately cease any further work under this Agreement and shall be paid for any pro-rated amount due up to the cancellation of the agreement, without any further liability incurring to Contractor. Non-availability of funds as used herein means a level of funding less than was allocated to Contractor in the immediately preceding fiscal year. In addition, if the services of the Contractor are paid from the proceeds of a Grant, then the continuation of this Agreement shall be expressly contingent on the continuation of the grant funding to Contractor.

IX. General Terms and Conditions

1. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

2. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement

3. Entire Agreement, Amendments, and Modification

This Agreement constitutes the entire Agreement between the District and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

- 4. Confidentiality [if Contractor will have access to confidential information]
Contractor may have access to District’s Confidential Information, which includes: all non-public information concerning or arising from Contractor’s business, trade secrets, client and customer lists, and other information not generally known to the public. Contractor agrees to maintain confidentiality of such information and to not share Confidential Information with anyone outside of Contractor.

- 5. Assignability
Contractor may assign all terms and conditions, benefits, or interests included hereunder in the Contractor’s discretion.

IN WITNESS WHEREOF, District and Contractor have signed this Agreement with the intent that it be effective as of the date and year first set forth above.

DOUGLAS COUNTY SCHOOL DISTRICT:

By: _____

Signature

Print Name: Lindsay Bergemann

Title: Director of Strategic Sourcing & Contract Management

Date: _____

CONTRACTOR:

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

Exhibit A

VERIFICATION OF BACKGROUND CHECK

In accordance with the Terms and Conditions of this Contract, this Exhibit A is fully made part of this contract and fully incorporates its Terms and Conditions, between _____ (Contractor) and Douglas County School District Re-1 (District).

The Contractor agrees to the following:

1. The Contractor shall conduct at its own expense a consumer report, including a criminal background check for each employee in the presence of District students and/or working on or reasonably likely to work on District property.
2. The Contractor will be responsible to adhere to any Federal, State, and Local privacy, confidentiality requirements and other laws regulations or policies governing employee background checks.
3. If, between the time the Contract is awarded through the RFP process, and the day work begins, it is determined by the District that Contractor has not conducted background checks for each employee working on or reasonably likely to work on District property, the awarding of the contract will be immediately revoked without penalty to District.
4. Background report updates may be requested by District or deemed necessary by Contractor. Upon any reasonable notice, the Contractor agrees to conduct and update a consumer report, including a criminal background check for any employee working on or reasonably likely to work on District property.
5. Employees of the Contractor who have been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property.
6. District reserves the right to cancel, without penalty, at any time, this contract if it reasonably determines that a background report was not conducted on an employee in accordance with this agreement, or if conducted, the Contractor acted unreasonably in reference to the information contained in the report.
7. If, in the sole discretion and judgment of the District or its representatives, the Contractor refuses or fails to conduct a consumer report including a criminal background check or acts unreasonably in reference to the information contained in the report or reports, District may consider such inaction or action to constitute a default or grounds for termination by the Contractor.

Contractor Signature:

Date:

Contractor Title:

DOUGLAS COUNTY SCHOOL District Re-1:

Date:

District Title: Director of Strategic Sourcing & Contract Management

Exhibit B

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the Scope of Agreement, (“Activity”) covered in the Independent Contractor Agreement by and between Douglas County School District Re-1 (“District”) and _____ (“Contractor”), dated _____, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge District, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDED, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THE ACTIVITY.

I agree to indemnify and hold harmless District against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If District incurs any of these types of expense, I agree to reimburse District.

I acknowledge that District and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, or acts or failures to act of any party or entity conducting a specific event or activity on behalf of District.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON’S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE DISTRICT AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I

OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST DISTRICT FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of District, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Contractor and District agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposed for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

DOUGLAS COUNTY SCHOOL DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name: Lindsay Bergemann

Print Name: _____

Title: Director of Strategic Sourcing &

Title: _____

Contract Management

Date: _____

Date: _____

Exhibit C

WAIVER OF WORKERS' COMPENSATION BENEFITS

I hereby declare, on this [] day of [], 201_, that I, [], am an independent contractor as I am an individual engaged in an independent trade, occupation, profession or business, known as _____, and I am free from control and direction in the performance of services for the Douglas County School District RE1 (“District”).

1. I do not have any employees.
2. I am not required to perform services exclusively for the District;
3. My services are not required to comply with a quality standard;
4. The actual work performed by me is not overseen or instructed by the District;
5. I am compensated by the District at a fixed or contract rate;
6. My service contract may not be terminated, unless I violate the terms of the service contract or fail to produce a result that meets the specifications of the contract; and
7. I provide my own tools and benefits other than materials and equipment; I am not required to complete my services by a date certain other than a negotiated date for completion.

Based on the foregoing which accurately illustrates my status as an independent contractor, I hereby acknowledge by signing below, that I am not entitled to workers' compensation benefits from the District, under the laws of the State of Colorado. I understand that, in the event of injury, I will not be entitled to any workers' compensation benefits, and that I am required to provide workers' compensation insurance for any workers that I hire. I waive any right or claim I may otherwise have to workers' compensation benefits. I am obligated to pay federal and state income tax on any moneys earned pursuant to the independent contract relationship.

DOUGLAS COUNTY SCHOOL DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name: Lindsay Bergemann

Print Name: _____

Title: Director of Strategic Sourcing &
Contract Management

Title: _____

Date: _____

Date: _____