

**Ceres Unified School District**

**AGREEMENT FOR PERSONAL SERVICES**

**2019-2020**

THIS Contract is hereby entered into by the Ceres Unified School District, hereinafter referred to as DISTRICT, and

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CONTRACTOR

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MAILING ADDRESS	CITY	STATE	ZIP
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hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section F of this Contract under the following terms and conditions:

- A. Services shall begin \_\_\_\_\_ and shall be completed June 30, 2020.
- B. CONTRACTOR understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Contract.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Contract, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

F. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:

G. Neither party shall assign or delegate any part of this Contract without the written consent of the other party.

H. Payments will be made by the DISTRICT to the CONTRACTOR as follows:

Within 45 days of receipt of invoice and acceptance by District.

I. This Contract may be terminated by either party notifying the other, in writing, at least 10 days prior to the date of termination.

J. The Ceres Unified School District has adopted a policy prohibiting the use of tobacco products anywhere and anytime on all District properties.

K. Companies contracting with the District must certify that none of the employees who may come in contact with students has been convicted of a violent or serious felony. All employees of a business with which the District contracts who may have contact with pupils must submit fingerprints to the Department of Justice. This requirement does not apply when the District determines that the contract employee will have limited contact with pupils. Contact with pupils is considered to be "limited" if any or all of the following criteria are met: 1) the contract employee will be on the school grounds for brief periods of time; 2) students will not be in close proximity to the area in which the contract employee is working; 3) the contract employee will not be working alone on the school grounds.

***The contractor signing this agreement must initial one of the blanks below:***

\_\_\_\_\_ I certify that I nor any of my employees are subject to California Department of Justice clearance because they will either not come in contact or come in limited contact with pupils.

\_\_\_\_\_ I certify that none of my employees who may have contact with pupils have been convicted of a felony, i.e. certain serious or violent crimes, sex, or drug offenses. A list of the names of my employees who may come in contact with pupils is attached.

- L. CONTRACTOR must complete the attached IRS Form W-9 "Request for Taxpayer Identification Number and Certification".

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

FOR THE DISTRICT:

FOR THE CONTRACTOR:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

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TITLE

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DATE

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DATE