



**Flagstaff Unified School District #1**

**Purchasing Department**

**5400 E. Railhead Ave.**

**Flagstaff, AZ 86004**

## **INDEPENDENT CONTRACTOR AGREEMENT**

### **-Services-**

This Agreement, identified as ICA # \_\_\_\_\_ is made between Flagstaff Unified School District, No. 1 with a principal place of business at 3285 E. Sparrow Ave., Flagstaff, AZ 86004 and \_\_\_\_\_(Contractor), with a principal place of business at:

\_\_\_\_\_

This Agreement becomes effective on \_\_\_\_\_ and will end no later than \_\_\_\_\_.  
with the understanding that a valid fingerprint clearance card will be presented within the given timeframe on page 6 of this document. Failure to present a clearance card may result in this contract being canceled.

1. Accordance with Law. The terms of this Contract shall be construed in accordance with Arizona law, the Arizona Administrative Codes and the Uniform System of Financial Records; any action thereon shall be brought in the appropriate court in the State of Arizona.
2. Duties and Compensation. The Contractor's duties and compensation provisions for payment thereof shall be as set forth in Attachment A, and may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered and payment received by the Contractor and agreed to by FUSD, and which collectively are hereby incorporated by reference.
3. Term of Agreement. This Agreement shall commence \_\_\_\_\_, 20\_\_\_\_, and shall continue in full force and effect through \_\_\_\_\_, 20\_\_\_\_ or earlier upon completion of the Contractor's duties under this Agreement. This Agreement may only be extended thereafter by mutual consent, unless terminated earlier by operation of and in accordance with this Agreement.
4. Expenses. During the term of this Agreement, the Contractor shall bill and FUSD shall reimburse Contractor in connection with the performance of the duties hereunder as specified in Attachment A. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from FUSD facilities shall not be reimbursable. Standard FUSD payment terms are Net 30.
5. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with FUSD for any purpose. The Contractor is and will remain an independent contractor in relationship to FUSD. FUSD shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against FUSD hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
6. Indemnification. Contractor shall indemnify, defend and hold FUSD harmless from and against all claims and actions, and all expenses incidental to such claims and actions, based upon or arising out of damage to property, personal injury or other tortuous acts caused by or contributed to by Contractor or anyone acting under Contractor's direction or control or on Contractor's behalf in the course of performance under this Agreement. Contractor's obligations shall not apply to liability based upon the sole negligence of FUSD.

7. Insurance. The Contractor will carry liability and auto insurance, acceptable to FUSD, (including malpractice insurance, if warranted) relative to any service that is performed for FUSD. Contractor shall provide proof of requested insurance upon request by FUSD.
8. Termination of Agreement.
- A. Termination for Convenience
- Either party may terminate this Contract at any time with thirty (30) days notice in writing to the other party. This provision does not preclude FUSD from terminating the Contract sooner under other applicable provisions of this Contract.
- B. Termination by Mutual Consent
- This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. Termination for Cause.
- If the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of FUSD, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the FUSD at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- D. Right of Cancellation per A.R.S. § 38-511
- Notice is given that pursuant to A.R.S. § 38-511 FUSD may cancel this contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of FUSD is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract.
- Additionally, pursuant to A.R.S. § 38-511 FUSD may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of FUSD from any other party to the Contract arising as the result of the Contract.
9. Laws Rules and Regulations
- A. This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations.
- B. The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Coconino, City of Flagstaff; any action thereon shall be brought in the appropriate court in the State of Arizona.
10. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to FUSD:

\_\_\_\_\_ (location)

\_\_\_\_\_(Point of Contact)

\_\_\_\_\_(Address)

\_\_\_\_\_(Address)

Ph: \_\_\_\_\_

Fax: \_\_\_\_\_

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
12. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
14. Non-Discrimination. The Contractor, in connection with any service other activity under this Contract, shall not discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, ability to pay, sexual orientation or political affiliation. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.
15. Safeguarding of Confidential Information. Confidential and privileged district information shall be safeguarded by FUSD and Contractor pursuant to all applicable federal, state, and local laws, rules and regulations. The use or disclosure of any information concerning any Client served is prohibited and directly limited to the performance under the terms of this Contract. Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Contractor's behalf.

Proprietary or confidential information includes written, printed, graphic or electronically recorded materials furnished by Client for Contractor to use; District plans, personnel issues or operating procedures.

Contractor shall not be restricted in using any material, which is publicly available, already in Contractor's possession, or known to Contractor without restriction, or which is rightfully obtained by Contractor from sources other than Client.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

16. Criminal Background. The Contractor affirms that it, its employees and subcontractors have had no prior offenses or convictions involving the sale or possession of illegal drugs, nor any prior offenses or convictions dealing with sexual misconduct, particularly with children.
17. Offshore Performance. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
18. Contractor's Employment Eligibility. By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. Terrorism Country Divestments. Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
20. Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.
21. Fingerprinting Requirements. A contractor, subcontractor or vendor, or any employee of contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis at an individual school, shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent, or a principal subject to approval by the Superintendent, may exempt from the requirement to obtain a fingerprint clearance for a contractor, subcontractor, or vendor whom the Superintendent or principal has determined is not likely to have independent access to or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District. The exemption (on page 6) shall be given in writing and a copy filed in the District office.
22. Contractor's Debarment Disclosure.

I, \_\_\_\_\_  
(PRINT NAME)

certify that I:

**(Check One)**

- ☐ have had no past history or pending proceedings for debarment, suspension or lawful preclusion from participation in public procurement activities.
- ☐ have had a past history or is pending proceedings for debarment, suspension or lawful preclusion from participation in public procurement activities. A letter setting forth the complete relevant circumstances relating to the suspension, debarment or preclusion from public procurement participation is enclosed.

23. Business Permits, Certificates and Licenses. Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
24. Intellectual Property Ownership. Copy write on works produced by student or District staff are owned by the District. Contractor agrees not to publish any work produced by students or District staff without prior written approval from District.
25. Affordable Care Act. Proposer understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Proposer shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.
26. Arizona State Retirement System: Beginning July 01, 2012, Arizona Revised Statutes 38-766-02 requires the District to pay ASRS a contribution rate on behalf of a retired member who returns to work.

I, \_\_\_\_\_

(PRINT NAME)

certify that I:

**(Check One)**

☐ am a retiree of the Arizona State Retirement System.

If yes, were you ever employed by this District? Yes \_\_\_\_\_ No \_\_\_\_\_

☐ am not a retiree of the Arizona State Retirement System.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

**Contractor:**

Name of Contractor: \_\_\_\_\_ (Printed)

By: \_\_\_\_\_  
(Signature)

Taxpayer ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**District Client:**

District Location: \_\_\_\_\_

District Representative: \_\_\_\_\_ (Site Contact)

☐ In accordance with Section 20, page 5, the, I hereby request fingerprinting exemption for this Contractor, subject to approval by the FUSD Superintendent, in that the Independent Contractor will not have any unsupervised contact with students.

☐ Temporary fingerprinting exemption is requested until Independent Contractor acquires a fingerprint card from local or state authorities, recognizing that the fingerprint card MUST be presented to me, with a copy forward to Materials and Contract Management, within 60 calendar days from the signing of this agreement, estimated to be \_\_\_\_\_.

☐ No fingerprinting exemption or Superintendent's approval required. Copy of an approved state or local fingerprint card is attached.

Requesting Principal or Dept. Head: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Principal or Department Head)

**SUPERINTENDENT'S STATEMENT:** As the Superintendent of Flagstaff Unified School District, I approve the fingerprint exemption or temporary exemption for this Contractor.

\_\_\_\_\_  
Signature Date

**Materials and Contract Management Dept., 5400 E. Railhead Ave., Flagstaff, AZ 86004**

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

## SCHEDULE A

### DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will [describe here the work or service to be performed]

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The Contractor will report directly to \_\_\_\_\_ and to any other party designated by \_\_\_\_\_ in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

#### COMPENSATION: (Choose A or B)

A. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the hourly rate of \$\_\_\_\_\_ per hour, with total payment not to exceed \$\_\_\_\_\_ without prior written approval by an authorized representative of the Company. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation.

B. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor the sum of \$\_\_\_\_\_, to be paid \_\_\_\_\_ [time and conditions of payment.]