



THIS CONTRACT made and entered into this _____ day of _____ between _____, hereinafter called the CONSULTANT and the Newhall School District, hereinafter called the DISTRICT.

WITNESSETH; The parties do hereby contract and agree as follows:

1. CONSULTANT shall furnish the DISTRICT for a total contract price not to exceed: \$ _____.
The following services: _____.
2. The term of this contract shall begin _____ and will terminate on or before _____.
3. CONSULTANT 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. CONSULTANT 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 CONSULTANT'S employees.
4. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
5. In the performance of the work herein contemplated, CONSULTANT 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.
6. CONSULTANT 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 CONSULTANT'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT's employees or agents.
7. CONSULTANT shall provide DISTRICT with a Certificate of Insurance showing the following minimum insurance requirements:
 - a. Commercial general liability \$1,000,000 per occurrence/\$2,000,000 aggregate
 - b. Commercial auto liability \$1,000,000 combined single limit
 - c. Professional liability \$1,000,000 per occurrence/\$2,000,000 aggregate
 - d. Sexual abuse/molestation \$1,000,000 per occurrence/\$3,000,000 aggregate
 - e. Workers' Compensation insurance as required by California law
8. Support services to be provided by the District include:
(List items such as office space, telephone, photocopier, clerical, office supplies, etc.)
_____.
9. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
10. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONSULTANT,



CONSULTANT’s business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- 11. In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e - 217), whichever is more restrictive.
- 12. CONSULTANT agrees not to accept any employment or representation during the term of this agreement which is or may likely make CONSULTANT “financially interested” (as provided in California Government Code Sections 1090 and 87100) in any decision made by the DISTRICT on any matter in connection with which CONSULTANT has been retained pursuant to this agreement.
- 13. Payments will be made by the DISTRICT to the CONSULTANT as follows:

14. IN WITNESS WHEREOF, the parties hereunto have subscribed to this contract, including all Contract documents as listed below:

___ Scope of work Statement ___ Certificate of Insurance ___ Purchase Order # _____
___ W-9 Form ___ Addendum Containing Specific Terms and Conditions

Note: Federal Regulations (Code Sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations the District requires your W-9 form with federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY: __ Individual __ Corporation __ Sole Proprietorship __ Other: _____

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

CONSULTANT:

Signature: _____ Date: _____
Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____

DISTRICT:

Signature: _____ Date: _____
Arik Avanesyans, Assistant Superintendent of Business Services
Newhall School District, 25375 Orchard Village Rd., Valencia, CA 91355
Phone: 661.291.4000 | Fax: 661.291.4001

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”