
MONTEREY COUNTY OFFICE OF EDUCATION

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Monterey County Office of Education, hereinafter referred to as "MCOE," and _____, hereinafter referred to as "CONTRACTOR."

1. Services. Contractor shall provide the following services:

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on _____, and will continue through _____, subject to revision and renewal with Board approval in subsequent years.

3. Compensation. MCOE agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed _____ Dollars (\$_____). MCOE shall pay CONTRACTOR according to the following terms and conditions:

4. Expenses. MCOE shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for MCOE.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the MCOE, and are not entitled to benefits of any kind or nature normally provided

employees of the MCOE and/or to which MCOE'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. 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 and CONTRACTOR'S employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Taxes. Federal Internal Revenue Service regulations require that MCOE report all payments to individuals for consultant services. Contractor agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In the event MCOE is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish MCOE with proof of payment of taxes on these earnings.

8. Termination. This AGREEMENT is subject to termination upon _____.

9. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the MCOE and its officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the CONTRACTOR arising out of, or in any way connected with the services covered by this AGREEMENT, except for liability for

damages which result from the sole negligence or willful misconduct of the MCOE or its officers, employees or agents.

10. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned or transferred by the CONTRACTOR.

11. Compliance with Applicable Laws. The services completed herein must meet the approval of the MCOE and shall be subject to the MCOE'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

12. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

13. Entire Agreement/Amendment. This AGREEMENT and any attachments constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties.

14. Notice. All notices or demands to be given under this AGREEMENT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

MCOE:

CONTRACTOR:

Monterey County Office of Education
901 Blanco Circle
Salinas, CA 93912-0851

15. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

16. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Monterey County, California. THIS AGREEMENT IS ENTERED INTO THIS __ DAY OF _____, 20__.

MONTEREY COUNTY OFFICE
OF EDUCATION (MCOE)

CONTRACTOR

By: _____
Signature

By: _____
Signature

Date: _____

Date: _____

Typed Name

Typed [Signature] Name

Title

Title

Social Security or Taxpayer
Identification Number