

BASSETT UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is a valid or an enforceable obligation against the District upon approval or ratification by motion of the Governing Board duly passed and adopted.

This AGREEMENT is hereby entered into between the BASSETT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and

Pacific Audiologics			
CONTRACTOR			
1846 Woodlawn St.	Upland	CA	91786
MAILING ADDRESS	CITY	STATE	ZIP CODE

hereinafter referred to as "CONTRACTOR."

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the DISTRICT is in need of such special services and advice; and

WHEREAS, the CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services** to be provided by CONTRACTOR:

Contractor will provide mandated Hearing, Scoliosis, and Vision screening for students.

2. **Term** CONTRACTOR shall commence providing services under this AGREEMENT on August 10, 2017 through June 30, 2018

3. **Compensation** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed

\$10,000. Fee is per nurse per day. \$275 per nurse/per day. The District will pay no amount of travel or other expenses of Contractor under this agreement.

4. **Indemnification** CONTRACTOR agrees to defend, indemnify, and hold harmless DISTRICT, its Board, officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONTRACTOR shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONTRACTOR further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**BASSETT UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

5. **Insurance** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. ~~(District, its board, officers, agents, employees and volunteers are listed as additional insured in reference to General Liability Insurance coverage by vendor.)~~

6. **Expenses** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A

7. **Independent Contractor** CONTRACTOR, in performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR shall assign only competent personnel to perform services in connection with this AGREEMENT. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT and /or to which DISTRICT's employees are normally entitled, including, but not limited to State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes 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's employees. No assignment of duties or benefits under this AGREEMENT shall be made without written consent of CONTRACTOR and the DISTRICT. 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.

8. **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, except as follows:

9. **Termination** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance by CONTRACTOR. Notice shall be deemed given when mailed and received by the CONTRACTOR to the address specified in this agreement or no later than three days after the day of mailing, whichever is sooner.

10. **Entire Agreement/Amendment** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by written amendment executed by both parties to the AGREEMENT.

THIS AGREEMENT IS ENTERED INTO THIS DAY OF 2017.

BASSETT UNIFIED SCHOOL DISTRICT

Antoine Hawkins
Assistant Superintendent, Business Services

DATE BOARD APPROVED: _____

PO/CONTRACT
NO. _____

CONTRACTOR NAME *PACIFIC AVANTAGE*

Gary L. Jones
Signature

GARY L. JONES
Typed Name

C.E.D.
Title