



Administrative Form AP-F006B
INDEPENDENT CONTRACT AGREEMENT
(TO BE COMPLETED BY VENDOR)

Washoe County School District, hereafter referred to as DISTRICT, and _____
hereafter referred to as CONTRACTOR, agree to the following terms and conditions:

1. SERVICES to be performed by CONTRACTOR (or provide attachment):

2. FEE SCHEDULE (indicate hourly rate or other basis of compensation or provide attachment):

3. The total amount of the contract for the above-stated services: \$ _____.

4. Date services are to begin: _____ and date services are to end: _____.

5. Attach a FEDERAL FORM W-9.

6. Criminal Background (*only to be completed if working at a school site or with students*)

Have you, or any of your employees, **EVER** (no matter how long it has been) been arrested (even if charges were dropped), sued, convicted, pled guilty or pled no contest to:

	YES	NO
• A criminal offense, other than a minor traffic violation? This includes, but is not limited to a felony, gross misdemeanor, misdemeanor, DUI, etc.)		
• A drug or sexual-related offense or act of violence?		
• Been reported for child abuse/sexual activities involving a student or minor, or had charges filed against you by a school district, state/county agency, police or court?		
• An offense related to misappropriation of money or property of another? This includes, but is not limited to a claim related to fraud, embezzlement, theft, etc.)		
• An offense related to the falsification of records? This includes, but is not limited to a claim related to forgery, identity theft, etc.)		

If “yes”, please explain the person(s), type(s) of offense(s), location(s) and date(s) below. Attach a separate sheet if necessary.

Person	Date	Charge/Offense	Disposition	Penalty	Explanation



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CONTRACT CONDITIONS

1. DISTRICT shall pay CONTRACTOR within 30 days of receipt of an invoice from CONTRACTOR. Final payment is due upon satisfactory completion of the contract as certified by the recognized agent of DISTRICT and within 30 days of receipt of an invoice from CONTRACTOR. Invoices should be emailed to ap@washoeschools.net.
2. This agreement may be terminated immediately by DISTRICT upon written notice to CONTRACTOR.
3. CONTRACTOR shall invoice at least quarterly but may invoice monthly.

CONTRACTOR CERTIFICATIONS: The undersigned CONTRACTOR certifies:

4. CONTRACTOR is not an employee of DISTRICT and DISTRICT is not CONTRACTOR'S employer. CONTRACTOR thereby waives any and all claims to benefits otherwise provided to employees, included but not limited to medical, dental, or other personal insurance; retirement benefits; unemployment benefits; and workers' compensation insurance coverage, if not required bylaw.
5. The services provided by CONTRACTOR are not supervised or controlled by DISTRICT, and the only demand on CONTRACTOR'S time is faithful performance and delivery of described services by the specified deadline.
6. CONTRACTOR holds a business or occupational license in CONTRACTOR'S own name to provide similar services for other customers.
7. CONTRACTOR acknowledges that DISTRICT is not engaged in any construction project related to or in conjunction with the services CONTRACTOR agrees to provide.
8. If CONTRACTOR will be performing services with the help of others, CONTRACTOR agrees to obtain a waiver of subrogation endorsement in favor of the DISTRICT and maintain coverage for industrial insurance pursuant to NRS Chapter 616 for involved parties in full force and will **file with this form a WAIVER OF SUBROGATION ENDORSEMENT and a CERTIFICATE OF WORKER'S COMPENSATION.**
9. CONTRACTOR shall not discriminate against any person referred for CONTRACTOR services because of actual or perceived race, color, religion, sex (including pregnancy), national origin, age, sexual orientation, gender identity or expression, genetic information, veterans or military status, marital status, political affiliation, the presence of any sensory, physical or mental disability, or socioeconomic status.

INSURANCE REQUIREMENTS

10. CONTRACTOR shall hold harmless, indemnify and defend DISTRICT and their officers from and against all claims, liabilities, failure to act, omission, or negligence of CONTRACTOR.
11. CONTRACTOR shall obtain and maintain throughout the term of this independent contract Liability Insurance and Automobile Insurance. The coverage shall include general liability insurance with limits of \$1,000,000 per coverage and automobile liability insurance with limits of \$300,000 Combined Single Limit* or Split Limits* of at least \$250,000 bodily injury per person subject to \$500,000 bodily injury per accident with \$100,000 for property damage (commonly structured as a 250/500/100 policy). *A Combined Single Limit policy has one liability limit for all injuries or damage sustained in an accident. *A Split Limit policy has a lower limit that applies to each person injured and a larger limit that applies to each accident.
12. CONTRACTOR shall name DISTRICT as an additional insured on its general liability and auto insurance policies and **provide proof of insurance at the time of execution of this agreement.**
Auto insurance may be waived above in the following circumstances. Select an option below if this applies to you/your organization.
 - ☐ Work provided per this ICA is completely virtual. No one from applicant's organization conducts business on WCSD property or transports WCSD students or employees.
 - ☐ Applicant's organization only gains access to WCSD property via ride share or taxi services with an insured driver. No one from applicant's organization transports WCSD students or employees.



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- ☐ Applicant's organization only gains access to WCSD property via commercial car rentals. Auto coverage via commercial car rentals meets the liability coverage shown above. No one from applicant's organization transports WCSD students or employees.

Work per this ICA does not require vehicle access to WCSD property. No one from applicant's organization accesses WCSD property via vehicle or transports WCSD students or employees.

Changes to waiver circumstances shown above require execution of a new and revised ICA.

REQUIREMENTS FOR FEDERAL – GRANT FUNDED SERVICES

13. As required by the federal government, as defined at 34 CFR part 85, Sections 85.105 and 85.110, the CONTRACTOR or Subgrantee certifies that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and

BACKGROUND REQUIREMENTS

14. In signing below, CONTRACTOR agrees to comply with the requirements and obligations of Nevada Revised Statute (NRS) 391.905 concerning independent contractors who employ a person who may have direct contact with pupils. In such cases, the CONTRACTOR shall:
- a) Maintain a record for each such employee that includes, without limitation, the information submitted pursuant to subsection 2 of NRS 391.885 and the information submitted pursuant to subsection 2 of NRS 391.890; and
 - b) Upon request, provide the record maintained pursuant to paragraph (a).
15. In signing below, the CONTRACTOR agrees to comply/notify of the obligations set forth in NRS 391.905(2), and before assigning an employee to perform work at a location where the employee may have direct contact with pupils, the CONTRACTOR shall inform the WCSD of any instance known in which the employee:
- a) Except as otherwise provided in this paragraph, has been the subject of an investigation concerning an alleged sexual offense conducted by an employer. A person is not required to provide the information described in this paragraph if, after investigating the alleged violation, the employer determined that the allegations were false, unfounded, unsubstantiated or inconclusive.
 - b) Has ever been discharged, disciplined, had a contract not renewed, asked to resign from employment, resigned from employment or otherwise separated from employment while an investigation concerning an alleged sexual offense was pending or upon conclusion of such an investigation and was found, upon conclusion of the investigation, to have committed the sexual offense.
 - c) Had a license or certificate suspended or revoked or has been required to surrender a license or certificate while an investigation concerning an alleged sexual offense was pending or upon conclusion of such an investigation and was found, upon conclusion of the investigation, to have committed the sexual offense.
16. For multi-year agreements, CONTRACTOR agrees to conduct background checks on their employees at least once every **two years**.



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OTHER REQUIREMENTS

17. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
18. For remote/distance learning, the requirements of Attachment A shall apply

CONTRACTOR:

Name: _____

Address: _____

Phone Number: _____

Email address: _____

Contractor's Signature

Date

WASHOE COUNTY SCHOOL DISTRICT:

Authorized District Representative
(Superintendent, CFO or Director of Procurement)

Signed By (Print Name) _____

Date: _____



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ATTACHMENT A

If the Independent Contractor will deliver educational services to students remotely, the Independent Contractor will comply with the following guidelines during remote services:

- No recording of programming is allowed.
- A licensed teacher must be present on the remote platform (e.g., Teams, Zoom) at all times.
- Independent Contractor will perform internal privacy audits and maintain compliance with all federal and state regulations regarding privacy including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA) and Nevada Revised Statutes (NRS). Independent Contractor shall not use any data subject to the foregoing privacy laws in any manner not permitted by appropriate governing federal and state regulations. Access to the information received by Independent Contractor pursuant to this Agreement shall be limited to those with a need to access it for the specific purposes detailed in this Agreement.
- Unless otherwise agreed to in writing in subsequent amendments or agreements, Independent Contractor shall destroy all personally identifiable information from the education records it obtains through performance of this Agreement when the information is no longer needed for the purposes under this Agreement. Unless otherwise agreed to in writing, this destruction shall occur within three months after the end of the Agreement.