



Administrative Form AP-F006B INDEPENDENT CONTRACT AGREEMENT

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:** _____

2. **SCHEDULE OF SERVICES AND PAYMENT:** CONTRACTOR will comply with the following schedule in
the performance of service or delivery of product: _____

A. The total amount due CONTRACTOR from DISTRICT for the above stated services: \$_____.

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

C. 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.

D. This agreement may be terminated immediately by DISTRICT giving written notice to CONTRACTOR.

E. Contractor shall invoice at least quarterly but may invoice monthly.

3. **CONTRACTOR CERTIFICATIONS:** The undersigned CONTRACTOR certifies:

A. 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 by law.

B. 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.

C. CONTRACTOR is not in the same trade, business, profession, or occupation as DISTRICT.

D. CONTRACTOR **does** hold itself out as being engaged in a business separate from that of DISTRICT.
CONTRACTOR **does** hold a business or occupational license in CONTRACTOR'S **own name to
provide similar services for other customers**. CONTRACTOR'S business or occupational license
number is _____.

E. CONTRACTOR **does** own, rent, or lease property used in the furtherance of CONTRACTOR'S business.

F. CONTRACTOR'S federal tax I.D. number (TIN or SS#) is _____. **Attach a
FEDERAL FORM W-9.**

G. CONTRACTOR acknowledges that DISTRICT is not engaged in any construction project related to or
in conjunction with the services CONTRACTOR agrees to provide.

H. 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.**

I. 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.

J. 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.



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- K. CONTRACTOR shall obtain and maintain throughout the term of this independent contract Accident and Liability 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 per coverage. 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.
- L. 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:
- A criminal offense, other than a minor traffic violation? This includes, but is not limited to a felony, gross misdemeanor, misdemeanor, DUI, etc.) Yes No
 - A drug or sexual related offense or act of violence? Yes No
 - 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? Yes No
 - 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.) Yes No
 - An offense related to the falsification of records? This includes, but is not limited to a claim related to forgery, identity theft, etc.) Yes No

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

4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

- A. 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:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) 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;
 - 3) 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
 - 4) 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
- B. 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.



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CONTRACTOR:

Name: _____

Address: _____

Phone Number: _____

Email address: _____

Contractor's Signature _____ Date _____

Signed by (Print name)**WASHOE COUNTY SCHOOL DISTRICT:**_____
Authorized District Representative Date
(Superintendent, CFO or Director of Procurement)_____
Signed by (Print name)**CHARGE TO
ACCOUNT:** _____



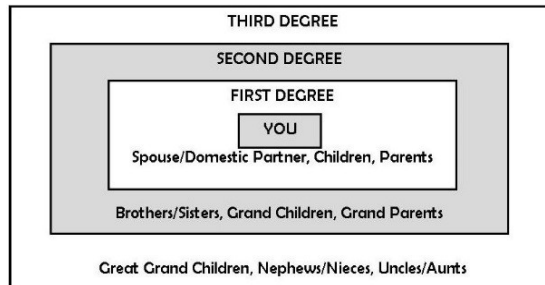
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PUBLIC DISCLOSURE FORM To Be Completed By Contractor

Vendor Name: _____

I understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people; and a public officer or employee must commit himself or herself to avoid conflicts between the private interests of the public officer or employee and those of the general public who the public office or employee serves. Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee with any business entity. I certify and acknowledge by signature below that I am a duly authorized agent of the submitting firm/agency named above and that failure to disclose all facts relative to a conflict or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the firm/agency is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named firm be awarded.

1. I certify that I and my firm/agency and/or principals of my firm/agency have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
2. To the third degree of consanguinity (refer to chart below), I have listed all of my and firm/agency principals and firm/agency key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



Complete chart below. Additional sheets may be attached, if necessary. Write in **N/A** if non-applicable.

Submitting Firm Employee Name (First, Last)	Title / Position	Relations / Association to WCSD Personnel	Name of WCSD Personnel	Pecuniary Interest (Y or N)

Print Name: _____ Signature: _____

Title: _____ Date: _____

Attachment A

To be completed only if the purpose of this agreement is to provide for virtual delivery of education services to students

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

- No recording of programming is allowed.
- A licensed teacher must be present on the virtual platform 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.

Independent Contractor Signature:

Signature: _____

Print Name: _____

Print Title: _____

Print Date: _____