



# 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 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.

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.

- a) Auto insurance may be waived for K. 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.
  - 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 new and revised ICA.

- 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 |
|--------|------|----------------|-------------|---------|-------------|
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## WASHOE COUNTY SCHOOL DISTRICT PUBLIC DISCLOSURE FORM

### VENDOR/CONTRACTOR (B)

**THIS IS A REQUIRED FORM TO BE COMPLETED, SIGNED, AND SUBMITTED WHEN**

**REQUESTED BY WCSD. VENDOR/CONTRACTOR COMPANY NAME:** \_\_\_\_\_

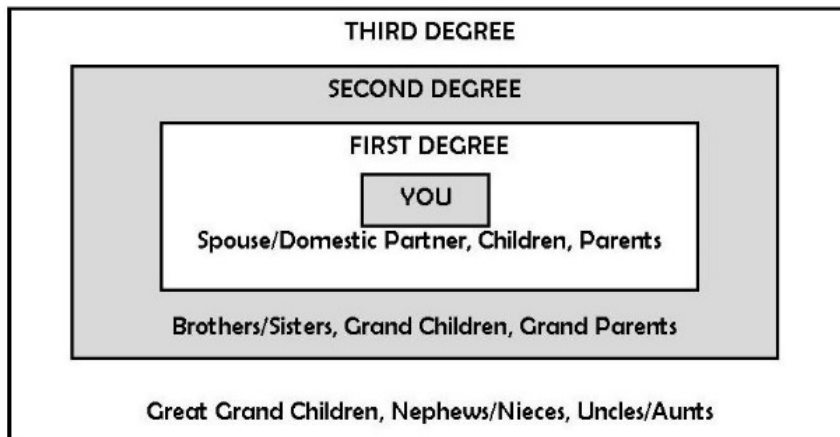
**COMPANY'S AUTHORIZED REPRESENTATIVE NAME (FIRST/LAST):** \_\_\_\_\_

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 themself 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 (WCS D) Board of Trustees Policy 4505 and per NRS 281A.400, WCS D employees (as public officers) shall not seek and/or accept any gift, work/service, favor, employment, engagement, emolument, and/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 WCS D duties. In addition, WCS D employees (as public officers) shall not use their positions to secure and/or grant unwarranted privileges, preferences, exemptions, and/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 organization named above and that failure to disclose all facts relative to a conflict and/or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the organization is submitting to WCS D may result in a rejection of said solicitation submission and/or termination of any resulting contract should the above-named organization be awarded.

- A. I certify that I and the principal(s) and/or key personnel of my organization have no pecuniary/financial interests between WCS D, Officers of WCS D, key employees of WCS D, current and former WCS D Board of Trustees members, and any other current and former WCS D personnel.
- B. To the third degree of consanguinity (refer to the chart below), I have listed all of my and the principal(s) and key personnel of my organization's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCS D, Officers of WCS D, key employees of WCS D, current and former WCS D Board of Trustees members and any other current and former WCS D personnel.





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Complete the form below. Additional sheets may be attached if necessary. Please put **N/A** on the first line below if Items A and B on Page 4 of 5 of this form are not applicable. This is a required field even if N/A is the response.

**THIS IS A REQUIRED FORM TO BE COMPLETED, SIGNED, AND SUBMITTED WHEN REQUESTED BY WCSD.**

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

PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_