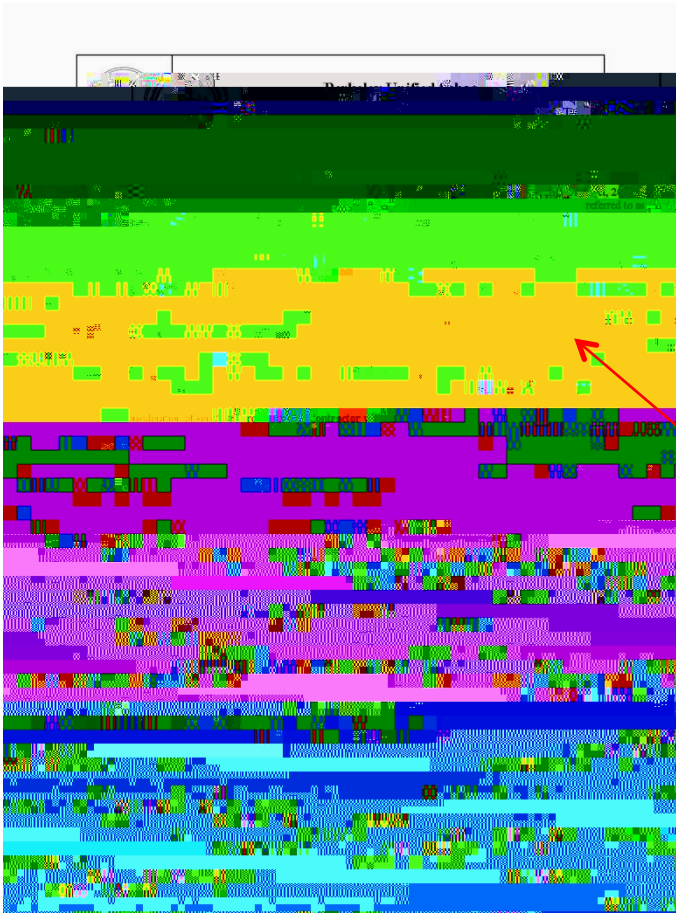


Pay particular attention to Article IX: Compensation for Services on page 3, in which you will provide a total and breakdown of the contractor's charges.

The standard language in

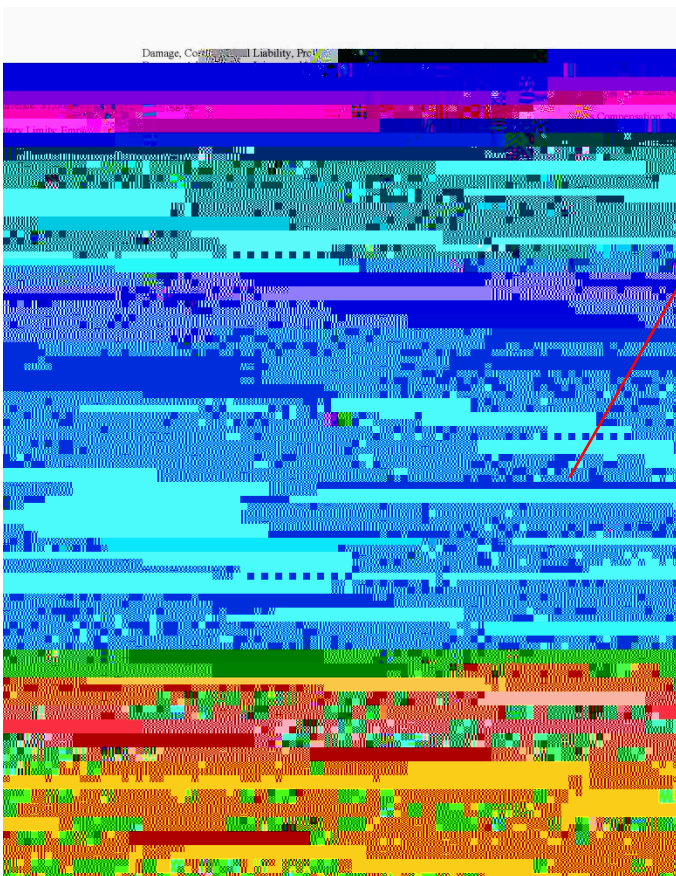


Independent Contractor Agreement (ICA) Checklist



Complete highlighted areas and be sure to include Attachment A, describing the independent contractor's services to be provided.

If the Independent Contractor intends to request an insurance waiver, be sure that they initial this section after reading the guidelines thoroughly. The Deputy Superintendent must approve this request.



subcontractor(s)
21) Entire Agreement: This Agreement, including all attachments, amendments, and modifications, shall constitute the entire agreement between the parties and shall supersede all previous agreements, understandings, or negotiations.

22) Assignment: The Contractor shall not assign, subcontract, or otherwise transfer its obligations under this Agreement without the prior written consent of the Client. Any such assignment, subcontract, or transfer shall be void and of no effect if made without the Client's consent.

23) Termination: This Agreement shall terminate automatically upon the occurrence of any of the following events: (a) the Contractor's failure to perform its obligations under this Agreement in a timely and satisfactory manner; (b) the Contractor's insolvency, bankruptcy, or liquidation; (c) the Contractor's assignment, subcontract, or transfer of its obligations under this Agreement without the Client's consent; or (d) the expiration of the term of this Agreement.

24) Force Majeure: In the event of a force majeure event, such as a natural disaster, war, or other event beyond the control of the Contractor, the Contractor shall be excused from its obligations under this Agreement for a period of time as determined by the Client.

25) Dispute Resolution: Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the state of California.

26) Governing Law: This Agreement shall be governed by the laws of the state of California.

27) Notices: All notices under this Agreement shall be in writing and shall be delivered to the party to whom the notice is directed at the address set forth in this Agreement.

28) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall be deemed to constitute one and the same agreement.

29) Signatures: The Contractor shall execute and deliver to the Client a copy of this Agreement, including all attachments, amendments, and modifications, signed by the Contractor.

30) Acceptance: The Client's acceptance of this Agreement shall be deemed to be the Client's acceptance of all the terms and conditions of this Agreement, including all attachments, amendments, and modifications.

31) Binding: This Agreement shall be binding and enforceable upon the Contractor and the Client.

32) Waiver: The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision of this Agreement.

33) Conflict Of Interest: The Contractor shall not engage in any activity that may conflict with its obligations under this Agreement without the prior written consent of the Client.

34) Assignment: The Contractor shall not assign, subcontract, or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

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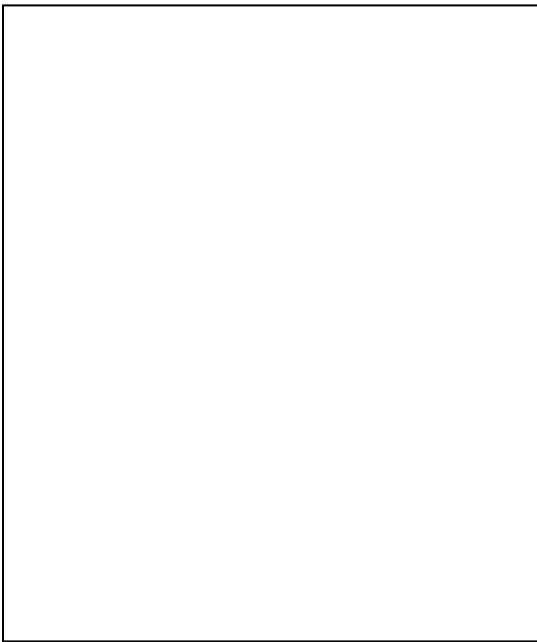
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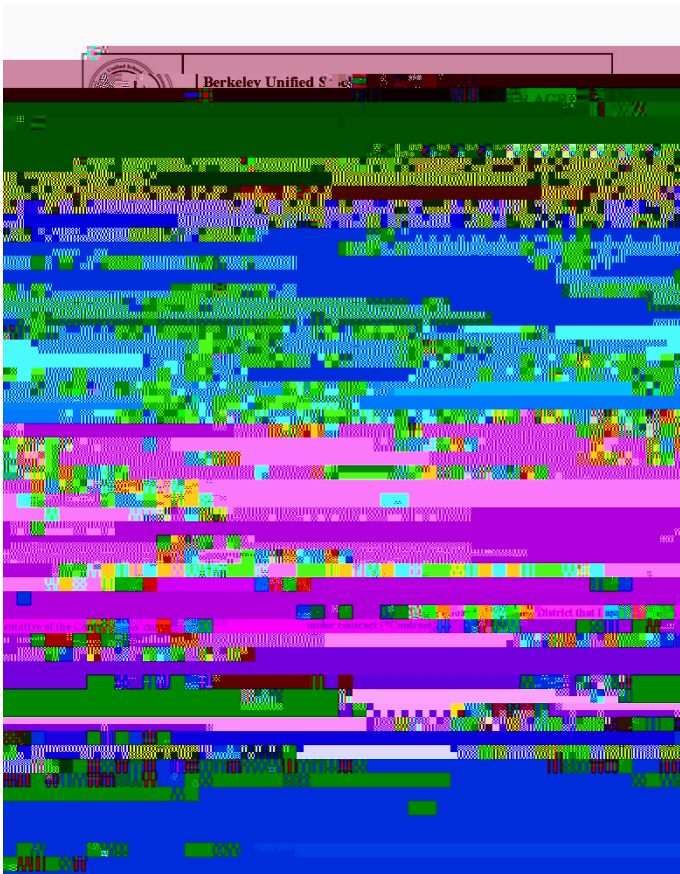
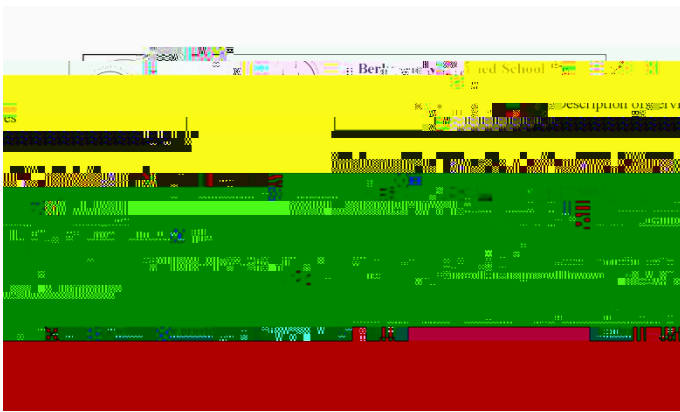
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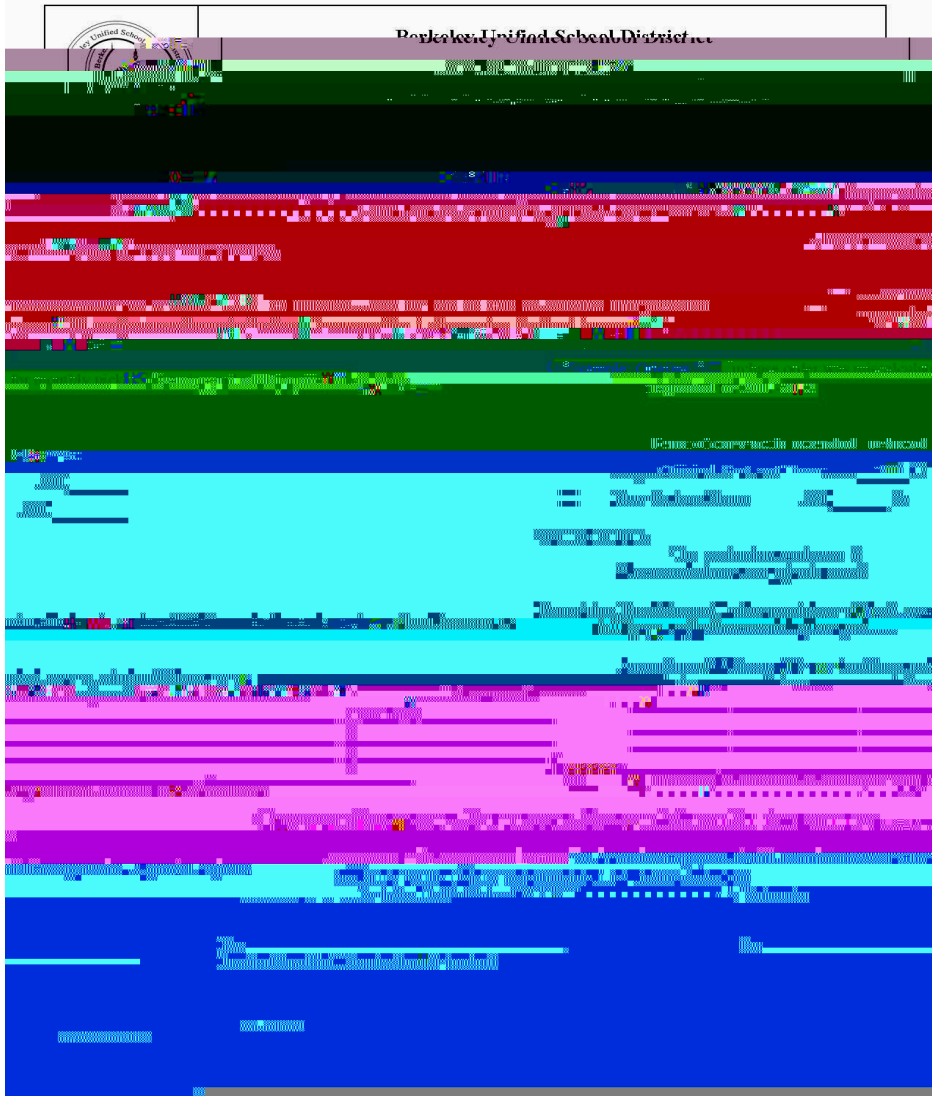
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The contract must include a description of services in the form of Attachment A.

In Attachment B, the contractor must certify that he/she has complied with fingerprinting requirements or request a waiver. The Contractor and Budget



Best Practices for an Amendment to Contract