



DEL MAR UNION SCHOOL DISTRICT
PERFORMANCE AGREEMENT

PA Number P.O. Number
Vendor Name

School Site/Program
Principal/Director

I. This agreement is entered into between the Del Mar Union School District, hereinafter called the District, and
II.SERVICE TO BE RENDERED BY THE INDEPENDENT CONTRACTOR (including documents to be produced, type of work to be performed, location of presentations, participants if a workshop):

III.PERIOD COVERED BY THIS AGREEMENT: From To:

IV.NUMBER OF DAYS NUMBER OF HOURS
DATE(S) OF PERFORMANCES (if applicable)

V.District's representative responsible for accepting work of Independent Contractor

Name Phone Number

VI.FINANCIAL ARRANGEMENTS: Special Project? Yes No

Budget Description Fee \$

-5800-
Budget Classification (Use complete account number) Name of Site/Program

Independent Contractor:

I hereby verify that I have not or will not receive pay for the same service or days of service by any other public agency. I agree to indemnify the District from any claim arising out of this agreement or the services to be performed hereunder including my infringement upon copyright laws to the extent that the claim is caused by my breach of this agreement, my intentional or negligent act. All materials produced under this agreement shall become the property of the Del Mar Union School District and cannot be used without permission of the District. I certify that I am a bona fide independent contractor with no employee rights or privileges.

I agree to all terms and conditions as set forth in this two (2) page Agreement.

By Contractor's Signature Date:

Approved by the Board of Trustees on:

By District Superintendent Date:

Routing Procedure:

- 1. Originator completes sections I -VI of this form and forwards it to the Business Services Department for review 10 days prior to the next regularly scheduled Board Meeting.
2. Business Services reviews conditions of the Agreement and verifies that the individual providing the services is acting as an independent contractor.
3. Business Services will assign a PA number, check for availability of funds to cover the proposed expenditure, and forward the form to Human Resources.
4. Human Resources makes a final determination of independent contractor status and returns form to Business Services.
5. Business Services takes to Board for approval.
6. After approved, Business Services forwards form to Superintendent.
7. Superintendent reviews and signs Agreement and returns the form to the Originator.
8. Originator obtains Contractor's signature and forwards completed form back to Business Services.

Payment Procedure:

- Payment will be made by Accounts Payable upon receipt of an invoice on the Independent Contractor's letterhead or other business stationery and a completed W-9 form.
Invoice to reference the Performance Agreement number, only items specifically included in the Agreement should be claimed.
Principal shall indicate "approved for payment" on the face of the invoice, initial the invoice and forward it to Accounts Payable.



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TERMS AND CONDITIONS

- 1. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place(s) set forth herein.
2. STATUS OF CONTRACTOR: It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, CONTRACTOR is acting as an independent contractor and not as an officer, agent, or employee of DISTRICT.
3. COMPLETENESS OF AGREEMENT: This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.
4. INDEMNIFY: CONTRACTOR, his/her agents, employees or officers shall defend, indemnify, save, and hold harmless DISTRICT, its agents, officers and employees from any and all claims, attorney fees, costs, expenses and damages that may at any time arise because of accidents, loss, damage or injuries to persons or property including DISTRICT'S personnel and property, arising by reason of, or in the course of the performance of this Agreement.
5. INSURANCE: CONTRACTOR will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above.
6. NON-DISCRIMINATION/AFFIRMATIVE ACTION: No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law.
7. TAX REPORTING/PAYMENT RESPONSIBILITIES: DISTRICT shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms.
8. ASSIGNMENT: This agreement is not assignable by CONTRACTOR, either in whole or in part, without the written consent of DISTRICT.
9. GOVERNING LAW: The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.
10. FINGERPRINTING AND CRIMINAL RECORDS CHECK: CONTRACTOR shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice.
11. COMPLETE A W-9 FORM
12. CONFIDENTIALITY OF INFORMATION: CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information.
13. TOBACCO-FREE/DRUG-FREE FACILITY: DISTRICT is a tobacco-free (smoked and smokeless) & drug-free facility. Use is prohibited at all times on all areas of DISTRICT property.

I read and agree to all terms and conditions as set forth in this Agreement.

By _____ Date: _____

Contractor's Signature