



# LITTLETON PUBLIC SCHOOLS

## INDEPENDENT CONTRACTOR AGREEMENT

*This agreement is not valid and binding until approved in writing by an HR/Payroll Administrator of Littleton Public Schools.*

**CONTRACTOR CANNOT BEGIN WORK OR PROVIDE SERVICE UNTIL THE FOLLOWING DOCUMENTS HAVE BEEN SUBMITTED TO AND APPROVED BY LITTLETON PUBLIC SCHOOLS, HUMAN RESOURCES DEPARTMENT:**

- 1) W-9
- 2) Completed Independent Contractor Agreement (signed by both the independent contractor AND a District Principal, Coordinator, or Director)
- 3) Copy of Certificate of Liability Insurance ... Naming LPS as an additional insured
- 4) Completed PERA form *Disclosure of Compensation*, if required ... see below
- 5) Fingerprinting and Background Check through Littleton Public Schools ... **\*\* REQUIRED ...**  
*If you will be working or performing with students MORE than 1 time per month at any one LPS location ... or multiple LPS locations within the fiscal year (7/1/xx – 6/30/xx)*

*If the Contractor plans to use a Subcontractor(s) for the project identified below, page 6 must be completed by each Subcontractor.*

Littleton Public Schools, Attn: Human Resources Department, 5776 So. Crocker St., Littleton, CO 80120 ... (303) 347-3300

Name (as shown on your income tax return): \_\_\_\_\_

Are you a retired PERA employee, receiving PERA retirement benefits? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, completed PERA form *Disclosure of Compensation* must be attached. This form may be located on PERA's website.

Business Name (if different from above): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Tax ID: \_\_\_\_\_

LPS school or facility where service to be provided: \_\_\_\_\_

I will be at the following LPS facilities throughout the contract period: \_\_\_\_\_

Duration of Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**\*\*Note:** Agreement will automatically expire on June 30<sup>th</sup> of the current year. A new agreement must be signed for each school calendar fiscal year. (Fiscal Year Period: July 1<sup>st</sup> – June 30<sup>th</sup>)

Contract Amount: \_\_\_\_\_ to be paid \_\_\_\_\_

specify date & method of payment, i.e. lump sum upon completion of contract, or monthly, quarterly on 1<sup>st</sup> of month beginning (date) etc.

Specific services to be performed under this contract agreement: (or attach Contract Specifications)

**Will the Contractor or any of its employees or agents be providing direct services to students and have regular (more than once a month), but not incidental (less than once a month), contact with students at any one LPS location or multiple LPS locations? Yes \_\_\_\_\_ No \_\_\_\_\_**

**If YES, the Contractor (and the contractor's employees, agents, or other individuals) must complete a fingerprint AND a criminal background check, at its cost, administered by the district's Human Resources Department PRIOR to beginning work.** The approximate cost for these checks as of 10/1/11 is \$64.50. The Contractor must have passed a background check and have no criminal record that includes any convictions of the offense of sexual assault as described in section 18-3-402, C.R.S., for a sexual offense against a child, or for child abuse as described in section 18-6-401, C.R.S., nor has the Contractor been dismissed or resigned from a school district under the circumstances described in section 22-32-109.7 (1) (b), C.R.S. The results of the background check shall be made available upon request of the district.

**ARAPAHOE COUNTY SCHOOL DISTRICT #6 (LITTLETON PUBLIC SCHOOLS) AND THE  
CONTRACTOR HEREBY ENTER INTO THE FOLLOWING AGREEMENT FOR THE  
PERFORMANCE OF SERVICES.**

1. It is understood between the parties that the Contractor is an independent contractor, and as such, is free from the control and direction of Littleton Public Schools in the performance of the services contracted for, and the contractor is responsible for all decisions affecting his/her business.
2. The Contractor asserts that he/she is customarily engaged in an independent trade, occupation, profession, or business related to the service contracted for, and understands that he/she is subject to making a profit or incurring a loss.
3. The Contractor agrees to perform the work in accordance with any plans and specifications that may be provided, as set forth in the attached exhibit, if applicable. The contractor agrees/agree that he/she will perform the work in accordance with the specifications, and that Littleton Public Schools will not be responsible for providing instruction to the contractor as to the actual work performed.
4. Payment shall be made in accordance with the contract amount as set forth above, shall be due upon completion of the entire contract or specified portions thereof, as may be agreed. Payment will only be made upon submission of an invoice for services provided, and will be made to the contractor's business entity or proprietor named above.
5. The parties agree that this contract may be terminated only for violation of the terms of this agreement or failure to produce the result that meets the plans and specifications, if applicable.
6. The Contractor states that he/she has the requisite skills, knowledge, training, and/or experience to properly perform the services contracted for, and agrees that he/she will not look to Littleton Public Schools for any training or detailed instruction as to any aspect of the work.
7. The Contractor agrees to provide all materials, supplies, and equipment necessary for the performance of the work. Any materials mentioned in attached specification, if applicable, will be provided by the contractor or by Littleton Public Schools as set forth in the specifications.
8. The Contractor understands and agrees that Littleton Public Schools shall not be responsible for any benefits, such as health insurance coverage, vacation pay, sick pay, unemployment compensation, workers' compensation coverage, Public Employees Retirement Association benefits, and any other benefits. Any such benefits must be provided by the contractor.
9. Unless expressly waived in writing by Littleton Public School's Risk Manager, the Contractor is responsible to maintain his/her own workers' compensation insurance, general liability insurance with minimum coverage of \$1 million, and professional liability insurance, if required by a license or state law, as applicable for the contractor's employees. It is understood that the district does not provide such insurance to independent contractors. A certificate of insurance, naming Littleton Public Schools as an additional insured, must be furnished to the district evidencing insurance policy and coverage as applicable BEFORE services are provided.
10. The Contractor agrees that he/she will be required to pay federal and state income taxes, and that Littleton Public Schools will not be responsible for withholding any such taxes from the contract payment.
11. This agreement does not create a partnership or joint venture and that all actions taken in connection with the performance of this contract are conducted by the contractor as a separate and distinct business entity.

## 12. PROHIBITION AGAINST USE OF ILLEGAL ALIENS

- a. If Contractor has any employees or subcontractors, Contractor shall comply with § 8-17.5-101, *et seq.*, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement.

Contractor shall not:

- i. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - ii. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- b. Contractor has confirmed through participation in either the federal “E-Verify Program” or the Colorado Department of Labor Program that Contractor does not employ any illegal aliens who have been newly hired to perform work under this contract. The “E-Verify Program” is the electronic Employment Verification Program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, that is administered by the United States Department of Homeland Security and the Social Security Administration. The application is currently on line at <https://e-verify.uscis.gov/enroll/>.
  - c. Contractor shall not use either the E-Verify Program or the Colorado Department of Labor Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.
  - d. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
    - i. Notify the subcontractor and the School District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
    - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - e. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.
  - f. If Contractor violates any provision of this Agreement pertaining to illegal aliens, the School district may terminate this Agreement for a breach of contract. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the School District as required by law.
  - g. The School District will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the School District terminates the Agreement for such breach.
  - h. Contractor shall execute the certification attached hereto and return it to the School District in conjunction with the execution of the Contract.
  - i. Contractor shall obtain certifications from its subcontractors regarding the prohibition against use of illegal aliens on this project on the form attached hereto before allowing the subcontractor to do any work on the project.

**\*\* REQUIRED SIGNATURES \*\***

**This Agreement is not valid and binding until approved in writing by an HR/Payroll Administrator of Littleton Public Schools.**

Please forward the completed documents listed below to LPS, HR Dept:

- W-9
- Completed Independent Contractor Agreement
- Copy of Certificate of Liability Insurance – Naming LPS as an additional insured
- ◆ Completed PERA form *Disclosure of Compensation*, if required ... see page 1
- ◆ Please Note: If fingerprint and background checks are required, they will be administered by Littleton Public Schools, Human Resources Dept. Please contact HR for an appointment. Fingerprint and Background Check expenses are Independent Contractor’s responsibility.

District Office Address:

Littleton Public Schools, Attn: Human Resources Department, 5776 So. Crocker St., Littleton, CO 80120

Payment for services will be scheduled according to the agreement following HR/Payroll Administrator approval.

**INDEPENDENT CONTRACTOR:**

<b>Contractor Signature</b>	<b>Date</b>
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\*\* Note: Please remember to include a copy of your certificate of general liability and/or professional liability insurance coverage as stated on page 2, section 9.

**SCHOOL PRINCIPAL, DISTRICT COORDINATOR OR DIRECTOR:**

**Authorized by:**

\_\_\_\_\_  
(Print: Name of Littleton Public Schools Principal, Coordinator, or Director)

<b>Littleton Public Schools Principal, Coordinator, or Director Signature and Title</b>	<b>Date</b>
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**LITTLETON PUBLIC SCHOOLS / HR DEPARTMENT:**

**Approved by:** \_\_\_\_\_  
(Print: Name of Littleton Public Schools HR/Payroll Administrator)

<b>Littleton Public Schools HR/Payroll Administrator Signature and Title</b>	<b>Date</b>
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**Fingerprinting / Background Check Required:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Fingerprinting / Background Check performed by LPS HR Dept:** \_\_\_\_\_  
(Date)

**CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS FOR  
ARAPAHOE COUNTY SCHOOL DISTRICT #6  
(LITTLETON PUBLIC SCHOOLS)**

The Contractor, whose name and signature appear below, certifies and agrees as follows:

1. The Contractor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Contractor does not and shall not knowingly employ or contract with an illegal alien to perform work under this project or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien on this project.
3. The Contractor represents, warrants, and agrees that it has participated in either the E-Verify Program or the Colorado Department of Labor Program in order to verify that it does not employ any newly hired illegal aliens to perform work under this contract.
4. The Contractor shall comply with all reasonable requests made in the course of any investigation by the Colorado Department of Labor and Employment.
5. The Contractor will obtain a certification from its subcontractors that they shall not knowingly employ or contract with an illegal alien to perform work arising out of this Project.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_  
(Full Legal Name)

BY: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Position (Title)

Attestation: (A corporate attestation is required.)

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

Place corporate seal here,  
if applicable

**CONTRACTOR CANNOT BEGIN WORK UNTIL THIS COMPLETED FORM IS RETURNED TO  
ARAPAHOE COUNTY SCHOOL DISTRICT #6 (LITTLETON PUBLIC SCHOOLS)**

**SUBCONTRACTOR'S CERTIFICATE REGARDING NOT EMPLOYING OR CONTRACTING  
WITH AN ILLEGAL ALIEN**

FROM: \_\_\_\_\_  
(Subcontractor)

TO: \_\_\_\_\_  
(Contractor)

Project Name \_\_\_\_\_

As subcontractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with any illegal alien and that I (we) shall not knowingly employ a contract with any illegal alien to perform work under this public project.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Subcontractor \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

(Insert the Individual, Corporate or Partnership Certificate as appropriate)