

## **MOSAIC ACADEMY CONTRACTOR AGREEMENT**

**THIS AGREEMENT** made this 25<sup>th</sup> day of May 2018, by and between, Clean Rite Janitorial Services LLC, hereafter referred to as "Contractor" and the **MOSAIC ACADEMY**, hereinafter referred to as "Mosaic Academy."

### **WITNESSETH:**

**WHEREAS**, the Mosaic Academy has need to obtain custodial and minimal maintenance services to provide a safe and pleasant environment for students, staff and visitors at the Mosaic Academy; and

**WHEREAS**, contractor, by virtue of their experience and training has acquired certain expertise in this area; and

### **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Effective July 1, 2018, contractor shall perform those duties described by the Mosaic Academy in Exhibit "A" attached hereto. Any additional duties required by the Mosaic Academy shall be the subject of negotiation between the parties, which negotiation may include an increase in the amount to be charged by the contractor to the Mosaic Academy. All additions, deletions and changes to this contract shall be in writing and signed by both parties hereto or they shall be null and void.
2. The Mosaic Academy shall have the right to establish the priorities of the contractor's duties, to establish the deadlines for completion of such work and to establish reporting requirements. It is anticipated that the Mosaic Academy will designate the Principal to establish those deadline and priorities. The Mosaic Academy does not reserve the right to control the means and methods of performing the duties described in Exhibit "A" attached hereto.
3. Contractor will complete all work outside the school day as per the RFP document requirements.
4. Contractor shall invoice the Mosaic Academy for services performed during each month. The Mosaic Academy shall pay in accordance with invoices received and the dollar amount set forth on Exhibit "B" attached hereto. Payments shall be made within 15 days of receipt of the invoice.
5. Contractor, pursuant to this contract, is not an employee of the Mosaic Academy. Therefore, the contractor shall not be entitled to any other benefits whatsoever, including, but not limited to, health insurance, life insurance, disability insurance, sick leave, vacation, retirement, employee activity discount, or any other benefit available to faculty or administrative staff of the Mosaic Academy.
6. All duties to be performed by contractor shall, to the best of contractor's ability, be performed in accordance with applicable New Mexico law, the rules and regulations of

the New Mexico State Board of Education, all applicable Federal Laws and the policies and procedures established by the Mosaic Academy Governing Council.

7. Contractor acknowledges that, as an independent contractor, he is not entitled to claim the benefits of the New Mexico Workers Compensation Law and contractor specifically agrees that he shall make no claim pursuant to that law. Further, the contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Mosaic Academy may terminate this agreement.
8. Contractor shall not identify himself as an employee of the Mosaic Academy for any reason or to any person but rather shall simply identify himself as an independent contractor.
9. Should the Mosaic Academy or contractor desire to terminate this Agreement, with or without cause, they may do so on 30 days written notice to the other party. Should contractor be unable to perform the duties set forth in Exhibit "A," the Mosaic Academy may, at its option, terminate or suspend this Agreement. If the Mosaic Academy elects to suspend the Agreement due to a physical inability to perform this Agreement, the suspension shall be only for the period of contractor's inability to perform.
10. Should contractor or the Mosaic Academy believe that the other party has breached the terms of this Agreement, the non-breaching party shall give the breaching party written notice of the basis for their belief that the Agreement has been breached. The breaching party shall have 15 days to take all reasonable steps to cure the breach. If the breach has not been cured and the non-breaching party is not satisfied that adequate steps have been taken to cure the breach, the non-breaching party may declare the Agreement terminated and neither party shall have any further obligation to the other. However, Contractor shall be entitled to invoice the Mosaic Academy for all services provided up until the date of termination and all per diem or reimbursable expenses to which he is entitled.
11. Contractor acknowledges that, as an independent contractor, the Mosaic Academy shall not be vicariously liable for any wrongful act that he may commit or any act that he may omit to perform. Contractor shall indemnify and hold the Mosaic Academy harmless for any wrongful act or commission or omission including defense costs and any damages. Subject to existing insurance policies, the provisions of the New Mexico Tort Claims Act, and other provisions of New Mexico law, contractor shall be responsible for any damages that may be awarded against him and any defense costs incurred as a result of any legal action brought against him.
12. Contractor shall warrant with the signing of this contract that he/she holds all necessary and applicable insurance coverage. Contractor further warrants that these policies are current and shall remain current for the duration of this contract.
13. In the event either party desires to give notice to the other pursuant to this Agreement, said notice may be personally delivered to the contractor or mailed to the contractor at their home address. Notice given by mail shall be given by certified mail, return receipt requested. Should contractor give any required written notice to the Mosaic Academy

Principal, said notice shall be made by the delivering the same to Principal or by mailing the same to the Mosaic Academy, by certified mail, return receipt requested, at 450 Llano St, Aztec, New Mexico, 87410. Notice to either Contractor or the Mosaic Academy shall be effective as of the date of delivery.

14. The laws of the State of New Mexico shall govern this Agreement and the parties specifically agree that any action brought to enforce the provisions of this Agreement shall be brought in the District Court of San Juan County, State of New Mexico. In the event legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its cost of suit. Each party shall bear their own attorneys fees.
15. The Agreement contains the entire agreement between the parties and no amendment or modification hereof shall be valid unless executed by both contractor and the Mosaic Academy with the same formalities as this Agreement. The Mosaic Academy Governing Principal shall further ratify any amendment to this Agreement.

**IN WITNESS WHEREOF**, the parties have affixed their signatures this 25th day of 30 May, 2018.



Kyle Stowell, Owner Clean Rite Janitorial Service

By:   
Diane Mittler, Director, Mosaic Academy

## Exhibit A

### Services to be Provided to Mosaic Academy

See attached RFP (Professional Janitorial Service Proposal) for specifications as submitted by Clean Rite Janitorial Services LLC.

## Exhibit B

### Cost of Service

Daily Custodial Services -  $\$230.53 \times 179 \text{ days} = \$41,264.87$  annually (see attached school calendar)

Bi-annual Custodial Services - \$2,260 annually

Annual Custodial Services - \$1,389.00 annually

Total - \$44,913.87 per year plus all applicable taxes

Cost for additional services and custom work shall be:

- Per individual, for labor by the hour, (to include travel and necessary hand tools as required) - \$35.00 per hour.
- All services will be at the request of the principal and an hourly time sheet will be turned in at the completion of the requested work. Time commitment will be agreed upon before completion with notice given if more time is needed.

Invoicing detail from quoted proposal:

**Billing:** All statements must be accompanied with invoices describing services being billed. Each invoice must have the following information; date of services, scope of work completed, and any supplies required will be brought to the attention of Mosaic Academy and included on the invoice.