

**Dos Palos Oro Loma Joint Unified School District Unified School District  
Agreement for Independent Contractor**

Contract No.: \_\_\_\_\_

This Agreement made this 19th day of December, 2024, by and between DOS PALOS ORO LOMA JOINT UNIFIED SCHOOL DISTRICT ("District") and Bill Van Worth ("Contractor") having a principal place of business at \_\_\_\_\_ Contractor's Social Security or Taxpayer ID number is \_\_\_\_\_

It is mutually agreed between the parties as follows:

**1. SCOPE OF WORK**

Contractor will perform the following services for District ("Services"):  
Provide all related services to run a wrestling program at Dos Palos High School for a duration of 8 weeks. This includes providing instruction on wrestling techniques for elementary and secondary students, and transportation so students can access the program. The wrestling instruction shall be part of the extended instructional day and take place after school. Contractor shall keep a record of student attendance and rosters for each practice/training session.

**COMPENSATION AND PAYMENTS**

A. District shall pay the Contractor \$2,000.00. Contractor shall bill the District for services rendered in December 2024 and January 2025. Payment shall be made no later than forty-five (45) days after receipt and approval of the invoice.

B. Contractor shall be responsible for all costs and expenses incident to the performance of Services, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other Contractor's costs of doing business.

**2. INSTRUMENTALITIES**

Contractor shall supply all equipment, tools, materials, transportation and supplies to accomplish the Services to be performed .

**NO UNLAWFUL DISCRIMINATION**

Neither the District nor the Contractor shall discriminate against any person because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, or sexual orientation. This prohibition against unlawful discrimination extends to any person who is perceived to have any of the above characteristics or who is associated with someone who has, or who is perceived to have, any of those characteristics.

**3. CONFIDENTIALITY**

Contractor shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of District employment and student records and information which Contractor may have access to in the course of performing Services for District.

**4. NOTICES**

Any notices herein provided to be given by either party shall be deemed to have been fully given when made in writing and served either personally or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid and addressed as follows:

**TO District:**

Dos Palos Oro Loma Joint Unified School District Unified School District  
Attn: Isaac Estrada, Assistant Superintendent of Educational Services  
2041 Almond St. Dos Palos, CA 93620

**TO Contractor:**

Contractor Name: Bill van wurth  
Mailing Address: [REDACTED]  
City, State, Zip Code: [REDACTED]  
Contact Person: Bill van wurth [REDACTED]  
Telephone: 209-924-6436  
Fax: \_\_\_\_\_

The address to which the notices are to be sent may be changed by either party advising the other in writing of such change.

**5. TERM AND TERMINATION**

The term of this Agreement shall be for a period commencing on December 18, 2024, and ending on January , 2025.

It is specifically agreed by each party that this Agreement may be terminated by either party without cause or legal excuse provided that such party desiring termination gives thirty (30) days written notice to the other of said party's decision to terminate.

This Agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Cessation of program by District;

3. Cessation of operations by either party.

Should Contractor default in the performance of this Agreement or materially breach any of its provisions, District, at District's option, may terminate this Agreement by giving written notification to Contractor.

Should District fail to pay Contractor all or any part of the compensation payable under this Agreement, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by District within thirty (30) days from the date of District's receipt of notice that compensation has not been paid.

**6. ENTIRE AGREEMENT AND MODIFICATION**

Notwithstanding any of the provisions of this Agreement, this writing contains the entire agreement between the parties hereto, and there are no other agreements or understandings written or oral. This Agreement may not be changed or modified except in writing and signed by the parties hereto.

**7. FINGERPRINT CLEARANCE**

*(District shall select paragraphs A or B below. To make the determination of whether there will be limited contact, District will consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others.)*

A.  Contractor will have limited contact with District's pupils younger than 18 years of age. No fingerprinting will be required.

B.  Contractor will have more than limited contact with District's pupils younger than 18 years of age. Contractor shall obtain fingerprinting clearance for its employees who will have more than limited contact with District's pupils younger than 18 years of age prior to beginning work under this Agreement.

Contractor shall submit fingerprints for clearance, as required by District on the Fingerprinting Certification attached hereto as Exhibit "A," to determine that individuals working pursuant to this Agreement have not been convicted of a serious or violent felony and have no criminal charges pending for a serious or violent felony, as defined in Education Code section 45122.1.

Contractor shall complete the Fingerprinting Certification attached hereto as Exhibit "A" prior to providing Services. Contractor shall complete and provide to District an additional Fingerprinting Certification for each additional employee whom Contractor may later assign to provide Services under this Agreement prior to allowing such employee to provide the Services.

**8. WORK PRODUCT**

District shall become the owner of and entitled to exclusive possession of all records and documents of any kind produced by Contractor within the scope of Services performed pursuant to this Agreement. No other uses thereof will be permitted except by permission of District.

**9. COPIES OF AGREEMENT**

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

**10. INDEPENDENT CONTRACTOR STATUS**

This Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. Contractor will determine the method, details and means of performing the Services and District shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

**11. EXCLUSION OF BENEFITS**

Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District, including but not limited to, State Unemployment Compensation Insurance or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

**12. INDEMNIFICATION**

Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages and attorneys fees, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, whether or not there is concurrent passive negligence on the part of District, its officers, agents, or employees, except for liabilities arising from the sole negligence or willful misconduct of District. This indemnity shall not be limited by insurance requirements or by any other provision of this Agreement.

However, notwithstanding the above, in its sole discretion, the District may participate in the defense of any claim, action or proceeding brought against it utilizing legal counsel of its choice; however, such participation shall not relieve the Contractor of any obligation imposed pursuant to this Agreement. The Contractor shall cooperate fully with the District in the defense of any and all claims.

**13. INSURANCE**

Contractor, at Contractor's own cost and expense, shall maintain insurance as set forth in Exhibit B attached hereto.

**14. ASSIGNMENT**

Contractor may not assign or transfer any interest in this Agreement without the prior written consent of District.

**15. INVALID PROVISION**

Should any provision of this Agreement for any reason be declared invalid, void, or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated.

**16. GOVERNING LAW**

This Agreement and the rights and obligations hereunder shall be governed by and construed and interpreted in all respects in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties the day and year first above written have affixed their signatures hereto.

**Dos Palos Oro Loma Joint Unified School District Unified School District**

By: [Signature]  
(signature)

Print Name: ISABEL ESTRADA  
Title: ASST. SUPERINTENDENT

Date: 12-18-2024, 2024

**Contractor**

By: [Signature]  
(signature)

Print Name: Bill Van Wort  
Title: OWNER

Date: 12/19, 2024

EXHIBIT A

FINGERPRINTING CERTIFICATION BY INDEPENDENT CONTRACTOR

Name of Independent Contractor: Bill van worth [Print Name]

This certification is made by the above-named individual or entity who seeks to provide educational services to students at DDHS School as an independent contractor with the Dos Palos Oro Loma Joint Unified School District Unified School District ("District"). I understand that the District requires compliance with the fingerprinting requirements for independent contractors described in Education Code section 45125.1 in connection with these services (Education Code §45125.1(d)).

I make the following certifications, under penalty of perjury:

A. I shall not begin to provide services as an independent contractor with the District and I shall not permit any of my employees, agents or independent contractors to come in contact with pupils in connection therewith until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e).)

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils, have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)

C. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f) and (g).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this 18 day of December, at DW Palms, California. 2024

Bill Vanworth  
[Signature Required]  
Authorized Signature of Contractor/Vendor

**EXHIBIT "B"**

**INSURANCE REQUIREMENTS**

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for  as indicated below. **[District must specify the insurance required for this Agreement by marking the insurance required with an "X."]**

a.  The Contractor shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b.  Comprehensive general and auto liability insurance with limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c.  Contractor shall carry professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

d. All insurance under this Agreement shall be broad enough to insure the indemnity obligation set forth in Section 14 of this Agreement.

e. Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Contractor shall immediately notify District in the event of a material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.





Insuring the world's fun!

K&K Insurance Group, Inc.

1712 Magnavox Way

Fort Wayne, IN 46804

1-800-426-2889; Fax: 1-260-459-5105

Application Date: 12/16/2024

**Quote Summary**

**Teams, Leagues, and Associations**

**Insured Information**

Name Insured (as it should appear on the policy):

Dos Palos Wrestling Club

Doing Business as (DBA):

Contact First Name:

Bill

Contact Last Name:

Van Worth

Mailing Address:

[Redacted]

Phone Number:

2094244362

Cell Number:

2094244362

Email:

bvanworth@gmail.com

**Broker Information**

Agency Name:

Agency Mailing Address:

Agent / Contact(First Name):

Agent / Contact(Last Name):

Agent Contact Email:

## Eligibility

Please select the sport conducted by the sports team/league. If there are multiple sports conducted by this organization, please select all the sports conducted.

- Wrestling (Amateur Youth)

Are you a licensed insurance broker or agent? Yes

Is the organization a/an: League / Club / Local or Regional Association

Is the insured a member of any of the following organizations? American Legion Baseball, Babe Ruth/Cal Ripken Baseball, Babe Ruth Softball, Pop Warner, Soccer Association for Youth (SAY Soccer), World Adult Kickball Association (WAKA) No

Desired Effective Date: 12/23/2024

In which state is the team or league based? California

Is the insured a not-for-profit organization? Yes

Does the insured own, operate, or maintain any outdoor sports fields, courts or facilities? No

Are all of the following statements true?

- None of my players are compensated/paid to participate in my sports organization. Yes
- My organization is NOT school-sanctioned.
- No activities are held on residential property.
- No activities take place at a pool that I own, operate or manage.

If you suspect an athlete has a concussion, do you have an action plan that includes?

- Immediately removing that athlete from play or practice. Yes
- Keeping the athlete out of play or practice until they provide written clearance from a licensed physician.
- Confirming sports liability waivers (informed consent) from parents and/or players are secured.

Do you maintain a system for your activities that includes communication (in written or electronic form) of education materials to participants, parents and coaches about the nature of risk of concussions, including but not limited to

information such as: focusing on prevention and preparedness to keep athletes safe; understanding concussions and potential consequences of the injury; recognizing concussion symptoms and how to respond; and learning about steps for returning to play after a suspected concussion?

Is the insured a municipality or a park and recreational division?

No

Please report the total number of individual athletes in each group for all team:

Sport	Number of Teams	12 and Under	13 - 15	16 - 19	20 and Over
Wrestling (Amateur Youth)	1	10	10	-	-

### Coverage and Limits

Neurodegenerative Injury Coverage Included (see terms and conditions):	Yes
Each Occurrence:	\$1,000,000.00
General Aggregate (other than Products-completed Operations):	\$5,000,000.00
Products-completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Damage to Premise Rented to You:	\$1,000,000.00
Deductible for Medical Payments:	\$100.00
Medical Expense (other than participants):	\$5,000.00
Hired Auto Liability -per Occurrence:	\$1,000,000.00
Non-owned Auto Liability -per Occurrence:	\$1,000,000.00
Professional Liability:	\$1,000,000.00
Legal Liability to Participants:	\$1,000,000.00
Medical Payments for Participants:	\$25,000.00

### Notable Exclusions:

The following exclusions are contained in the commercial general liability coverage provided by this program. 24-hour premises liability (unless optional coverage is purchased for sports fields); Abuse, molestation, harassment or sexual conduct (unless optional coverage is purchased); Aircraft/hot air balloon; Airport; Amusement devices (The ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games or any device that is specifically designed for the training or instruction of the activity for which you are enrolled.); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Athletic or sports participants in: Box lacrosse, Broomball, Diving, Dodgeball, Gymnastics, Hurling, Ice hockey, Inline hockey, Inline

skating (speed), Judo, Karate, Lacrosse (age 20 & over), Martial arts, Powerlifting (age 20 & over), Ringette, Roller hockey (inline), Taekwondo, Takraw, Umpire/referee association for Class A Sports, Water hockey (age 20 & over), Water polo (age 20 & over), Weightlifting (age 20 & over), Wrestling (age 20 & over); Babysitting/child care services; Carnivals/festivals; Cheer and dance studios; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable Diseases; Concerts; Cryogenic chambers/therapy; Employment-related practices; Events involving gambling (eg: bingo, casino nights, poker, Texas hold'em tournaments); Events where alcohol is served; Fireworks; Fungi or bacteria; Gymnastics studios; Haunted attractions; Intercollegiate & Interscholastic teams, leagues and associations; Lead; Martial arts studios; Non-rostered participants at tournaments hosted by the enrolled member (unless optional coverage is purchased); Nuclear energy liability; Operation, ownership or management of any athletic facility or field, other than while being used for covered activities; Operations of independent concessionaires/vendors in conjunction with your organization; Performers; Rodeos; Saddle animals; Snowmobile; Sports events/activities involving participants in sports other than those reported and for whom premium has been paid; Transportation of athletes/participants; Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information; Those operations listed as ineligible: Adventure races, Aerobic exercise, Bandy, Biathlon, BMX/stunt cycling, Boating activities/sports, Bobsled, Body boarding, Boxing, Canoe, Cheerleading (age 20 & over), Climbing, Cycling, Dance team (age 20 & over), Drill team/majorette (age 20 & over), Equestrian, Fitness – aerobics and exercise, Hammer throw, Hang gliding, Hostelling, Inline (extreme/stunt/aggressive/free-style) skating, Jai alai, Javelin, Kayaking, Kite surfing, Luge (street), Marathon, Mixed martial arts; Modern pentathlon, Mountain biking and/or hiking, Mountain boarding, Open water fishing, Open water activities/sports, Orienteering, Outrigging, Parachute, Parasailing, Physical fitness, Physique (Pose) performance, Polo (horse), Rafting, Rodeo, Roller derby, Rowing/Crew, Rugby, Sailing, Scuba diving, Shooting sports, Skateboarding, Skiing (snow or water), Sky diving, Sky surfing, Sled dog racing, Snorkeling, Snow boarding, Snow surfing, Soccer (age 20 & over), Sports parachuting, Strength and conditioning, Streetball, Surfing (including boogie boards), Tackle and contact football (age 20 & over), Trampoline, Trapeze, Triathlon, Unicycling, Wake boarding, Wind surfing, Yachting.

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### Terms and Conditions:

1. Any exposure changes that deviate from the original enrollment form must be reported in writing.
2. Premiums are 100% fully earned and non-refundable once the coverage begins.
3. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. K&K reserves the right to decline any request for coverage. Coverage will be effective upon receipt of the completed enrollment form and premium payment.
4. Coverage is contingent upon receipt of premium payment. No coverage will be deemed in effect until premium is received by the Company or their representative.
5. If your operations include the following sports: Cheerleading, Tackle & Contact Football, Flex Football™, Futsal, Gymnastics, Hockey (all forms) , Lacrosse, Soccer, Wrestling, Umpire/referee associations for these sports, and you did not exclude Neurodegenerative Injury coverage, then Limited Coverage for "Neurodegenerative Injury" endorsement applies- Neurodegenerative Injury Limit: \$1,000,000 occurrence/\$1,000,000 aggregate; Neurodegenerative Injury Supplementary Payments: \$1,000,000 occurrence/\$1,000,000 aggregate. Neurodegenerative injury" means any brain injury, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer's disease, Parkinson's disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, memory loss, anxiety disorder, mood disorder, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury or trauma."
6. The commercial general liability insurance policy is being placed in your home state as surplus lines coverage under the Nonadmitted Insurance Model Act. The insurer with which such policy is placed is not licensed in your home state and is not subject to its supervision. The insurer is an eligible Surplus Lines Insurer. Policies placed with eligible surplus lines insurers are not subject to the rate and form review of any Insurance Department and there is no protection afforded under the provision of any state insurance guaranty association for this policy.
  - o Premium figures do not include surplus lines taxes and fees.
  - o Please see the Member Certificate issued to you for important notices related to surplus lines insurance required by your home state and the exact amount of the applicable surplus lines taxes and fees
  - o The insurance company is rated A (Excellent) by AM Best Company with financial size category of XV (\$2 Billion or Greater)

**Commercial and General Liability Premium:**

**\$373.00**

**Additional Coverage**

***Sexual Misconduct Liability***

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*Not Covered*

***Hosted Tournament Liability***

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*Not Covered*

***Equipment and Contents***

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*Not Covered*

***Director and Officer Liability***

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*Not Covered*

**Premium Summary**

<b>Commercial General Liability</b>	<b>\$373.00</b>
<b>Sexual Misconduct Liability</b>	<b>Not Covered</b>
<b>Hosted Tournament Liability</b>	<b>Not Covered</b>
<b>Equipment &amp; Contents</b>	<b>Not Covered</b>
<b>Directors &amp; Officers</b>	<b>Not Covered</b>

Surplus Lines Tax

37.32

Stamping Fee

\$0.00

**Total :**

**\$382.32**

RPG Membership Fee & MST Processing Fee

\$40.00

**Total Amount Due**

**\$422.32**

**\* Premium subject to change if not completing purchase same day as quoting \***

This summary is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. Please remember that you will receive evidence of coverage immediately if purchased online. You may request a copy of the full policy by submitting a written request to K&K Insurance Group. Acceptance of this quote confirms your desire to obtain liability insurance through the sports, leisure and entertainment risk purchasing group (where applicable). An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG membership fee may be charged.

### State Fraud Warning

**General:** any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime, and may subject such person to criminal and civil penalties.

K&K Insurance Group, Inc. (K&K) is a licensed insurance producer in all states. In Arkansas, K&K operates under license #240898. In California, K&K operates under the DBA K&K Insurance Agency, Inc., CA License #0334819, In Florida K&K operates under license #L007299. Scott Lunsford, FL license: A160333



26101 Marguerite Parkway, Mission Viejo  
CA, United States  
CA License #0E51984

Applicant Signature to Bind Coverage

x

*Bill VanWorth*

Date

12-18-2024

IMPORTANT NOTE: A signature is legally binding. In order to issue your policy, please complete and fax/scan a signed copy of this agreement to our office