

CUSTODIAL SERVICES CONTRACT

This Contract entered into this ____ day of _____, _____ by and between _____ (Custodian), and the Mead Public Schools.

WITNESSETH:

Whereas, Custodian is engaged in providing janitorial and other building maintenance services; and

Whereas, the Mead Public Schools wishes to engage the services of Custodian;

Now, therefore, in consideration of the parties and of the mutual covenant herein contained, the parties hereto agree as follows:

1. **TERM:** the term of this contract will be for one (1) year to begin on September 1, 2016, and end at the end of the work day on August 31, 2017, or such time as this contract is cancelled by giving 30 days written notice by either party to the other. Prior to serving said notice, both parties will agree to work out any difference for a 30 day period.
2. **SERVICES:** Custodian agrees to perform the work set forth with particularity in the attached list of cleaning needs (Attachment A) and made part hereof. Custodian will furnish all labor necessary to perform said work. The Mead Public Schools will provide all equipment and materials needed to perform said work.
3. **COMPENSATION:** For said services, the Mead Public Schools agrees to pay Custodian _____ annually payable at equal increments monthly beginning in September 2016.

If Federal, State or Local laws change that would impact this contract, adjustments will be made by both parties so that this contract is in compliance with the laws.

4. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship of Custodian to the Mead Public Schools shall be that of an independent contractor and that Custodian shall have entire charge, control and supervision of said work and he, accordingly, shall have the sole right to hire and fire all employees working on the Mead Public School's premises for Custodian. It is the desire of the Mead Public School's Board of Education, that Custodian personally maintain some direct working relationship in carrying out this contract. As an independent contractor, Custodian and/or any of his employees understand that any opinion they express regarding the cleaning of the school is their opinion and not necessarily that of the Mead Public Schools.
5. **DISPUTE RESOLUTION:** The Superintendent of Schools shall represent the Mead Public Schools in the ongoing work relationship with the custodian. The superintendent may delegate to other staff the opportunity to request cleaning services assumed to be included in this contract. Any disagreement by the Custodian with any such request shall be taken to the superintendent who will render a final decision.

Disagreements between the Custodian and the Superintendent of Schools that are unable to be resolved shall be reduced to writing by each party and submitted to the Board of Education for resolution at the next regular or special meeting. The decision of the board shall be final.

6. **INSURANCE AND INDEMNITY:** Prior to commencing the work, Custodian shall obtain and thereafter maintain during the course of the work, Insurance with companies acceptable to the Mead Public Schools for the coverage with minimal limits (unless a higher minimum is required by law) as follows:

1. Public Liability, completed operations and contractual coverage for this Agreement.
2. Worker's Compensation and Employers' Liabilities for the statutory limits.

Certificates evidencing such coverage, including the statement to the effect that cancellation or termination of the insurance will not be effective until at least ten (10) days after receipt of written notice by the Mead Public Schools, shall be furnished to the Mead Public Schools before commencement of work.

Custodian shall indemnify, defend, and hold harmless, the Mead Public Schools against all loss, damage or expense (including reasonable attorneys' fees incurred by the Mead Public Schools) arising out of the performance of the work, including injury or death to any person or persons, resulting from the negligent acts or omission of Custodian or employees of Custodian, servants, agents or subcontractors. Willful or negligent acts or omissions of the Mead Public Schools shall be excluded from this indemnity.

The parties hereby release each other and their respective officers, employees, and agents from all claims for damage to the premises and to the fixtures, personal property, equipment and improvements of either the Mead Public Schools or Custodian in or on the premises, including any and all structures or building of owner attached to the premises, notwithstanding that any such loss of damage may be due to or a result from the negligence of either of the parties to their respective officers, employees or agents.

7. **COMPLIANCE OF LAWS:** The Mead Public Schools agrees to keep the premises, which is the subject of this contract, in compliance with all applicable laws, rules, regulations, orders and ordinances of the City, County, State and Federal Governments, and departments thereof, insofar as the foregoing in any way affect the performance of this contract by Custodian.
8. **APPLICABLE LAW:** This contract shall be governed by the laws of the State of Nebraska.
9. **BINDING EFFECT:** This contract shall inure to and bind all parties, their successors, assigns, agents or representatives.
10. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this contract, and there are no understandings or agreements other than those incorporated or referred to herein. This contract may not be modified except by an instrument in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first written above.

CUSTODIAN

BY: _____

Date: _____

MEAD PUBLIC SCHOOLS

BY: _____
Richard Kuhr, President
Board of Education

Date: _____

**MEAD PUBLIC SCHOOLS
BUILDING CLEANING
SPECIFICATIONS**

The cleaning services are to include daily cleaning of the elementary and secondary school buildings, and weekly cleaning of the weight room during the school year and complete cleaning of all three areas during the summer.

Regular School Year Cleaning To Include:

Elementary Building:

All classrooms, kitchen work room, computer lab, library, office areas, restrooms, gym, hallways and entries.

Secondary Building:

All classrooms, restrooms, library, commons, Trophy Case glass, Concession area, stage, shop, music room, locker rooms, office areas, hallways and entry ways. Before games open locker rooms, after games (volleyball, football, and basketball) clean locker rooms, hallways and secure locker rooms.

Weight Room Building:

Weekly cleaning of floor and wiping down vinyl covered benches with disinfectant. Clean restrooms during the football season.

Daily Cleaning to include: Wipe desks every other day (except when an illness outbreak when they will be cleaned daily), empty wastebaskets daily, vacuum and sweep floors daily, clean, disinfect, and refill dispensers in bathrooms daily, clean and disinfect locker rooms daily, clean door glass daily, general dusting of room, wipe down window sills as needed, remove marks on walls as they appear, remove tape, stickers, gum, etc, from floor and walls. Lockers tops should be wiped weekly and lockers as needed. Porcelain, chrome and stainless steel fixtures are to be cleaned and/or scoured as needed to keep scale from building up. Daily cleaning in academic areas where students are present should not start until the end of the school day unless otherwise approved by the superintendent.

Summer Cleaning to include: A complete cleaning of each room, ceilings (including exposed trusses in gym, shop and music rooms), overhead fans and blades, lights/vents, radiators, walls, furniture, lockers, trophy cases, windows inside and out, shampoo carpets, strip non-carpet floors and re wax, clean both elementary and secondary gyms. In restrooms, all fixtures are to be scoured to remove scale and build up using cleaners and/or pumice as necessary. In weight room, summer cleaning to include cleaning of windows and mirrors as well as floor and benches.

The school will provide vacuums, carpet extractor, floor scrubber and cleaning supplies. Contractor to supply labor, proof of liability and workman's compensation insurance. All contractor's employees will be subject to background checks and be suitably attired and groomed for work in a school setting.