



JOHN SWETT UNIFIED SCHOOL DISTRICT

400 Parker Avenue, Rodeo, CA 94572
Phone (510) 245-4300 ~ Fax (510) 245-4315

JOHN SWETT UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made between John Swett Unified School District (JSUSD), 400 Parker Avenue, Rodeo, CA 94572, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

BUSINESS NAME: DIANNE SMITH

ADDRESS:

MAILING ADDRESS: (if different than above)

CITY:

STATE:

ZIP:

PHONE:

FAX:

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER:

1. TERM AND TERMINATION

This Agreement is effective on SEP 8/2015 and terminates on JUNE 10/2016 or upon completion of services, whichever occurs first. This Agreement may be terminated by DISTRICT upon five (5) days written notice to VENDOR or by mutual written consent of both parties.

Either party may terminate this Agreement due to a material breach of this Agreement by the other party if such material breach remains uncured for a period of thirty (30) days following receipt of written notice by the breaching party. However, this Agreement may not be terminated at the end of the thirty-day period if the failure stated in the notice cannot be corrected within the thirty-day period, and the breaching party has commenced cure and diligently pursues such cure until corrected.

VENDOR shall not undertake any work under this Agreement until this Agreement is reviewed and approved by the DISTRICT's Superintendent or his/her designee, and VENDOR is in receipt of a signed Agreement.

Payment shall be made only for goods and services supplied up to the date of notification of cancellation. Any overpayment by the DISTRICT shall be returned to the DISTRICT within thirty (30) days of notification of cancellation.

2. SUBCONTRACT OR ASSIGNMENT

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

3. INTERPRETATION

In the event of any conflict or inconsistency between VENDOR'S agreement or documents and this JOHN SWETT UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT, the JOHN SWETT UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT shall prevail and be the Master Agreement and supersedes all other agreements or contract language.

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4. INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

5. TAX REPORTING/PAYMENT

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

6. REGULATIONS

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Trustees policies and regulations in performance of this Agreement, including as set forth herein at Paragraph 7.

7. FINGERPRINTING AND CRIMINAL RECORDS CHECK

DISTRICT requires any VENDOR employee who may come into contact with students to be fingerprinted and be subject to a background check by the California Department of Justice ("DOJ") in accordance with Education Code §45125.1. All employees of VENDOR who may come into contact with students must be fingerprinted by DISTRICT's designated fingerprint provider, the identification and specifics of which shall be provided to VENDOR by the DISTRICT's Chief Business Official or his/her designee. VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the DOJ and the completion of criminal background investigations of the VENDOR and/or its employees and must provide written verification of fingerprint clearance from the DOJ to the DISTRICT's Board of Education. No employee of VENDOR is permitted to enter onto a DISTRICT site where he/she may come into contact with students until such employee has been subject to fingerprinting and background check by the DOJ and VENDOR has verified in writing that such employee(s) has not been convicted of a serious or violent felony, as defined in Education Code §45122.1, or sex offense, as defined in Education Code §45123, or DISTRICT has indicated on Page 2 of this Agreement that VENDOR is exempt from compliance. **All personnel employed by VENDOR who do not have fingerprint clearance must be supervised by the VENDOR while on a school site and must be accompanied by a certificated employee of the DISTRICT at all times when in contact with students. VENDOR shall not permit employees to work on DISTRICT sites until they have been fingerprinted and completed a background check, unless the employee complies with the requirement to be supervised by VENDOR and accompanied by a DISTRICT certificated employee when in contract with students at all times while on DISTRICT sites. All VENDOR personnel must check in at school office prior to delivery of services and check out at school office when delivery of services is concluded.** DISTRICT retains authority to remove any VENDOR employee from DISTRICT site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has been convicted of a violent or serious felony, as defined in Education Code §45122.1. VENDOR must notify DISTRICT immediately if an employee who is working on DISTRICT site has left the employment of VENDOR. VENDOR must give DISTRICT three (3) days advance notice if it intends to substitute any employee on DISTRICT's site. VENDOR must notify the DISTRICT immediately if VENDOR learns that an employee working on a DISTRICT site has been convicted of a serious or violent felony, or sex offense. Failure to provide notice as required above may result in cancellation of this Agreement by DISTRICT and further legal action by the District where applicable.

8. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. VENDOR hereby consents to the jurisdiction of the state or federal courts of Contra Costa County, California.

9. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

10. INSURANCE AND INDEMNIFICATION

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, liabilities and judgments, including attorneys' fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

VENDOR must keep in full force and effect a policy or policies of Workers' Compensation Insurance in the amount or amounts required by applicable law.

During the term of this Agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer acceptable to DISTRICT and shall provide DISTRICT with a Certificate(s) of Liability Insurance with a minimum of \$1 Million Dollars General Liability coverage, a minimum of \$1 Million Dollars Automobile Liability coverage, and a minimum of \$2 Million Dollars Professional Liability coverage. High risk activities may require additional coverage as determined by the District. Certificate Holder is John Swett Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming John Swett Unified School District as Additional Insured. These certificates shall contain a provision that coverage afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been delivered to the DISTRICT.

Insurance Exempt: Exempt DP 11/2/15 **Must be approved by the Superintendent or Chief Business Official or his/her designee.**

11. DESCRIPTION OF SERVICES (SCOPE OF WORK)

The VENDOR shall provide service(s) as described in the Description of Services below. VENDOR shall not furnish additional services beyond those specified in this Agreement for additional compensation without a prior written modification of the Agreement signed by both parties..

VENDOR and VENDOR's employees who will render services under this Agreement are fully qualified and competent to provide the services called for under the Agreement. VENDOR shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at VENDOR's expense

VENDOR shall supply all required payment and performance bonds and shall pay employees applicable prevailing wages in accordance with state and federal law where required. VENDOR shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

(Additional pages may be added and shall be marked Exhibit "A" and are incorporated herein by this reference.)

12. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. VENDOR represents that it is aware of no financial or economic interest of any officer or employee of the DISTRICT relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice to VENDOR. VENDOR shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement.

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13. SITE CONTRACT REQUIREMENTS

In order to help assure the safety of pupils in the event VENDOR performs services at a school site, VENDOR and any employees of VENDOR shall check in at the site office upon arrival and departure to notify school site authorities of their presence. Neither VENDOR nor VENDOR's employees shall travel to areas of the campus where pupils are present other than the site office without the consent of authorized school site personnel. If required by Superintendent, VENDOR shall comply with any criminal background screening and certification requirements required by Superintendent relating to VENDOR and/or VENDOR's employees.

14. COMPENSATION

DISTRICT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed.

- VENDOR shall be compensated at the rate of \$70 (seventy dollars) (insert hourly rate or per-diem)
- Not to exceed a total of 7 hrs/day (insert # hours or days) of service. or 12 days/month.
- Total payment to VENDOR, under this Agreement shall not exceed \$ 40,000 (forty thousand dollars)

VENDOR shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly, detailing the dates and nature of the services provided.

The DISTRICT MAY reimburse VENDOR for the actual, reasonable and necessary related expenses, which VENDOR shall certify to the DISTRICT and submit along with required receipts: IF such expenses are part of the agreed upon compensation.

15. DELIVERIES

VENDOR will provide DISTRICT a complete supply of _____ during the term of this Agreement and shall deliver such goods in a timely manner every _____ and in good and sanitary condition. VENDOR shall provide DISTRICT a minimum of forty-eight (48) hours advance notice of any modifications to the delivery schedule. If changes by VENDOR are not satisfactory to DISTRICT, DISTRICT may notify VENDOR. If VENDOR is unable to implement DISTRICT's requested changes within forty-eight (48) hours, DISTRICT may cancel this Agreement at no additional cost and with no penalty to the DISTRICT.

DISTRICT agrees that its designated representative shall have the authority to request changes to the quantity and frequency of goods ordered and delivered to the DISTRICT or its designated locations. The DISTRICT's designated representative is the Chief Business Official or his/her designee.

Check box if this is a *services* contract and this section is *not* applicable. ☒

16. OWNERSHIP OF DESIGNS AND PLANS

VENDOR agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items prepared or produced during the course of this Agreement and arising from the services rendered (see Paragraph 11 above) shall be owned by and assigned to DISTRICT as its sole and exclusive property.

17. COMPLETION

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision, in a manner consistent with VENDOR's status as an independent contractor, to secure the satisfactory completion thereof. Work must be completed in a good and workman like manner in accordance with the generally accepted standard of care in the industry.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the parties' intent.

The parties have executed this Agreement on the date indicated below.

Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.

VENDOR

Signature: _____ Date: _____

Name: _____ Title: _____

Mailing Address (number, street name, city, state and zip code) Please Print:

Phone Number/Cell Phone/E-mail:

I am a member or retiree of CalSTRS (California State Teachers Retirement System) _____

I am a member or retiree of CalPERS (California Public Employees Retirement System) _____

JOHN SWETT UNIFIED SCHOOL DISTRICT ("DISTRICT")

Signature: Joel Pinto Date: 11/12/2015

Name: JOEL P. PINTO Title: CHIEF BUSINESS OFFICER

Date of Governing Board Approval TBD - EST. NOV 18/2015

Notwithstanding the effective date of this Agreement set forth above at Paragraph 1, this Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been implemented, provided by, or submitted to the DISTRICT, as appropriate.

(Information below for Internal District Use Only)

SACS Code: _____

Amount of Contract: \$ _____ PAID BY DISTRICT FUNDS