



**OXNARD UNION HIGH SCHOOL DISTRICT
SHORT FORM SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ by and between Oxnard Union High School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.") Provider and District may be referred to collectively herein as "Party" or "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

SERVICES ("Services")

Description of Services

Date(s) of Service

Hour(s) of Service

Location

FEES ("Fees")

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

PAYMENT. District will pay Provider after receipt of an invoice, net 30 days, for the aforementioned Fees, following Provider's performance of the Services set forth above.

CONDITIONS. Provider will have no obligation to provide Services, nor shall the District have any obligation to pay the Fees, until District returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. Provider is employed to render a contract service only, and any payments made to Provider are compensation solely for such services as Provider may render. Provider shall at all times retain the status of an independent contractor with the District. Nothing within this Contract shall be construed so as to make Provider, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with the District. Provider understands and agrees that the Provider, agents, employees, or subcontractors of Provider are not entitled to any benefits normally offered or conveyed to District employees, including coverage under the California Workers' Compensation Insurance laws.

In order to confirm its status as an independent contractor to Provider under current law, Provider represents to the District as follows: [*Check as applicable*]

Provider will be providing professional services as set forth above as Services, and (i) maintains a separate business location, (ii) maintains a business license/professional service licenses or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.

Provider is providing "business to business" services where Provider is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates and similar, and (iii) does not require a California contractor's license in order to provide the Services set out in this Agreement.

TERM. This Agreement shall be for the provision of Services by Provider to District only for the Date(s) of Service identified above.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 10 days advance written notice.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the United States of America and the State of California, including, but not limited to, the applicable provisions of the California Government, Education, and Labor Codes, as well as the Americans' with Disabilities Act ("ADA"), all of which are incorporated herein by this reference. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in, or nearest, the County of Ventura, State of California, unless otherwise required by law.

DISPUTE RESOLUTION. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or its provision of Services hereunder, or those activities or actions of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the

AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties warrants and represents that they have fulfilled all formalities necessary to enter into this Agreement, and shall be bound by the terms of this Agreement. Each of the signatories warrants and represents that each of them has binding authority of the entity on whose behalf he/she is signing this Agreement. Further, the Parties agree to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Agreement.

SEVERABILITY. If by operation of law, order of a court of competent jurisdiction, or other reason, it is determined that any Section, Subsection, clause or other provision of this Agreement is illegal, null, void, invalid, unenforceable or in violation of public policy, the remaining Sections, Subsections, clauses and other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the Parties with respect to the compromise set forth herein. No other representations, covenants, undertakings or other prior or contemporaneous oral agreements respecting such matters which are not specifically incorporated herein shall be deemed in any way to exist or bind any of the Parties. The Parties, and each of them, acknowledge that they have not executed this Agreement in reliance on any such promises, representations, or warranties.

MODIFICATION OF AGREEMENT. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties.

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

Provider signature _____
Date

SITE AGREEMENT

Site Administrator _____ _____
Signature Date

DISTRICT APPROVAL

District Administrator _____ _____
Signature Date