



SERVICES AGREEMENT

This AGREEMENT is hereby entered into by the Temple City Unified School District (“DISTRICT”) and _____ (“CONTRACTOR”)
CONTRACTOR’S NAME

MAILING ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	E-MAIL ADDRESS	TAXPAYER’S ID #	

A. Description of Services

CONTRACTOR shall provide professional services to the DISTRICT as follows:

Any change to the above description of services, including, but not limited to, addition or deletion of services or individual tasks or projects, must be approved in writing in an addendum to this AGREEMENT, which addendum must be approved by the DISTRICT’s Governing Board prior to any work being performed.

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 to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, municipal and District laws, rules, and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations. CONTRACTOR agrees that failure to provide services as agreed herein will result in automatic termination of this AGREEMENT.

B. Compensation

The DISTRICT shall compensate CONTRACTOR for work performed as follows:

1. Compensation is at the rate of \$ _____ per hour/per diem, not to exceed total compensation of \$ _____ for all work described and performed under this AGREEMENT, and CONTRACTOR shall take no action which would cause the liability of the DISTRICT to exceed such amount.
2. CONTRACTOR shall submit to the DISTRICT on a weekly basis written time records indicating the number of hours worked and by whom worked on each task, project, or service under this AGREEMENT.
3. CONTRACTOR shall submit written itemized invoices no later than the 10th day of each month for work performed in the preceding month. The itemized invoices shall indicate the number of hours worked by CONTRACTOR and/or CONTRACTOR’S employee(s) or subcontractor(s), the project worked on, the applicable hourly rate, and the work performed. All invoices will reference the purchase order number assigned to this AGREEMENT. CONTRACTOR shall send invoices to DISTRICT, Accounts Payable via email: ap@tcusd.net. **No compensation shall be payable for any month for which a timely**

itemized written invoice is not submitted by CONTRACTOR.

4. **No compensation shall be payable for any work performed that is not described in this AGREEMENT or a signed addendum to this AGREEMENT that has been approved by the DISTRICT's Governing Board, the Superintendent or the Assistant Superintendent of Business Services.**
5. **No compensation shall be payable for invoiced amounts that exceed the total compensation amount stated in paragraph 1 of this section unless a signed addendum to this AGREEMENT authorizing additional compensation has been approved by the DISTRICT's Governing Board, the Superintendent or the Assistant Superintendent of Business Services. CONTRACTOR agrees that the DISTRICT has no legal liability for any amounts allegedly owed by the DISTRICT beyond the total compensation amount stated in this AGREEMENT or any addendum hereto.**
6. The DISTRICT shall pay within thirty (30) days of receipt of each invoice that meets the terms described above. No late payment penalty shall be enforceable unless the invoice remains unpaid for more than 90 days and a predetermined amount has been agreed upon by both parties.
7. The DISTRICT shall issue a Form 1099 to CONTRACTOR at the end of each calendar year covered by this AGREEMENT, if required. CONTRACTOR shall provide the DISTRICT with a valid Social Security or Tax Identification Number.

C. Term of AGREEMENT

Upon approval of this AGREEMENT by the DISTRICT's Governing Board, services shall commence on _____ and shall be completed on or before _____. This term may be extended upon mutual written agreement of the parties. The necessity for and number of services to be provided under this AGREEMENT shall be determined by the DISTRICT. **No work may be performed beyond the completion date specified in this paragraph unless this AGREEMENT is extended or amended in writing with the approval of the DISTRICT's Governing Board.**

CONTRACTOR understands and agrees that DISTRICT has no obligation whatsoever to contract with CONTRACTOR for completion of any services begun under this AGREEMENT. The DISTRICT may, in its sole discretion and at any time, choose to contract with the same or different parties to continue or complete the work described herein.

D. Independent Contractor

In the performance of the work hereunder, CONTRACTOR is an independent contractor, with the ability to control and direct the performance of the details of the work in collaboration with the DISTRICT.

The DISTRICT has not formed any agency, employment, or partnership relationship with the CONTRACTOR. The DISTRICT represents, and CONTRACTOR recognizes, that the DISTRICT does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, vacation or sick leave, payroll taxes, or any other employment benefits to CONTRACTOR or any of CONTRACTOR's employees, subcontractors, or agents.

CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this AGREEMENT.

CONTRACTOR acknowledges that CONTRACTOR is subject to the provisions of the California Fair Employment and Housing Act relating to discrimination in employment and to the

nondiscrimination requirements of California Government Code section 12990 and any rules and regulations that implement it, and CONTRACTOR agrees to comply with all such provisions.

E. Indemnification and Hold Harmless

CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Governing Board, officers, employees, and agents from any and all liability or loss arising in any way out of CONTRACTOR’s negligence in the performance of this AGREEMENT, including but not limited to any claim due to injury and/or damage sustained by DISTRICT and/or DISTRICT’S employees or agents.

CONTRACTOR, at his/her expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability arising from CONTRACTOR’s negligent performance under this AGREEMENT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any such action, suit, or proceedings as result thereof.

CONTRACTOR agrees to indemnify, defend, and hold the DISTRICT free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys’ fees and costs, the DISTRICT may incur if this AGREEMENT is breached by CONTRACTOR.

F. Certificate of Insurance

CONTRACTOR shall, at its own expense, procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. In addition, CONTRACTOR who works directly with any student shall carry child molestation insurance.

Type of Insurance Coverage	Minimum Requirement	\$
Commercial General Liability - Including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	Each Occurrence: General Aggregate:	\$1,000,000 \$2,000,000
Automobile Liability Insurance - Any Auto	Each Occurrence: General Aggregate:	\$1,000,000 \$1,000,000
Professional Liability (Other than physicians)	Each Occurrence: General Aggregate:	\$1,000,000 \$2,000,000
Medical Malpractice (Physicians, dentists, psychologists)	Each Occurrence: General Aggregate:	\$1,000,000 \$2,000,000
Workers’ Compensation (Waiver of Subrogation Required)		Statutory
Employers’ Liability		\$1,000,000
Sexual Abuse or Molestation	Each Occurrence: General Aggregate:	\$1,000,000 \$3,000,000

ADDITIONAL ENDORSEMENTS REQUIRED:

1. Waiver of Subrogation (Rights of Recovery) endorsement for Workers' Compensation.
2. Additional Insured Endorsement for “ongoing operations” at least as broad as ISO CG 2010 Scheduled form, or Automatic form CG 2038.
3. Additional Insured Endorsement for “completed operations” at least as broad as ISO CG 2037 Scheduled form, or Automatic form CG 2040.
4. Primary & non-contributory coverage (at least as broad as ISO CG 20 01)
5. ALSO: A copy of the Declarations & Policy Endorsements pages for the CGL policy.
6. ALSO: A complete copy of all Excess or other Liability policies with all endorsements.

Failure to comply with these requirements shall be considered a material breach of this AGREEMENT.

G. Assignment

Neither this AGREEMENT nor any duties or obligations described herein may be assigned by the CONTRACTOR without the prior written consent of the DISTRICT.

H. Termination of AGREEMENT

- a. **For Convenience by DISTRICT.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for Services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of Services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- b. **With Cause by DISTRICT.** DISTRICT may terminate this AGREEMENT upon giving written notice of intention to terminate for cause. Cause shall include:
 1. Material violation of this AGREEMENT by CONTRACTOR; or
 2. Any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage.

Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the DISTRICT may secure the required services from another CONTRACTOR. If the expense, fees, and/or costs to the DISTRICT exceed the cost of providing the Services pursuant to this AGREEMENT, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to the DISTRICT upon the receipt of the DISTRICT’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

I. Governance of Law

This AGREEMENT shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this AGREEMENT shall be brought solely in the Superior Court of the State of California for the County of Los Angeles, subject to transfer of venue under applicable State law, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by the DISTRICT.

J. Conflict of Interest

- a. CONTRACTOR represents and warrants that to the best of CONTRACTOR's knowledge, CONTRACTOR has no direct or indirect interest which is, or may appear to be, incompatible with CONTRACTOR's services under this AGREEMENT.
- b. CONTRACTOR agrees to refrain from any activity during the term of this AGREEMENT which could be interpreted as constituting a conflict of interest, and to promptly notify DISTRICT regarding any change in CONTRACTOR's private interests which might result or appear to result in a conflict of interest.

K. Confidential Information

CONTRACTOR agrees that:

- a. Confidential information shall not be disclosed or discussed with anyone except authorized DISTRICT personnel or persons specified in writing by the DISTRICT.
- b. CONTRACTOR shall not use for any personal and/or other business gain outside of this AGREEMENT and shall preserve as confidential all confidential information furnished or acquired in the performance of this AGREEMENT.

L. General Provisions

This AGREEMENT incorporates and is subject to all applicable laws of the State of California.

M. Savings Clause

If any provisions of this contract are held to be contrary to a final legislative act or the final decision of a court of competent jurisdiction, such provisions will be deemed invalid, but all other provisions will continue in full force and effect.

N. Complete AGREEMENT

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties and contains all of the agreements, covenants and representations. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, agreements or statements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this AGREEMENT, and that no other agreement, statement or promise not contained herein shall be binding or valid.

Any amendments or modifications to or variations from the terms of this AGREEMENT shall be in writing and shall be effective only upon written approval of such amendment, modification, or variation by the DISTRICT's Governing Board.

O. Order of Precedence

In the event of conflicting conditions, the following order of precedence shall apply:

1. Addenda/Modifications
2. SERVICES AGREEMENT

P. Fingerprinting.

CONTRACTOR will furnish the DISTRICT with a list of all CONTRACTOR’s employees, subcontractors, or agents who may render services at any DISTRICT facility under this AGREEMENT. Upon hiring or contracting with any new employees, subcontractors, or agents who may render services at any DISTRICT facility, CONTRACTOR will furnish the DISTRICT with the name(s) of such persons before any work is performed by them. In accordance with Education Code section 45125.1 requirements, CONTRACTOR and each of CONTRACTOR’s employees, subcontractors or agents will have [check one]:

- Limited or no contact with DISTRICT students and therefore exempt from background check
- Contact with DISTRICT students and must comply with background check requirements
- Clearance received and approved as of _____.

CONTRACTOR acknowledges receipt of a copy of Education Code section 45125.1 and agrees to comply with all applicable provisions of the statute.

IN WITNESS HEREOF, the parties hereto have duly authorized to represent his/her party to approve and executed this contract on the day and year written below.

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 20_____.

FOR THE DISTRICT:

FOR THE CONTRACTOR:

SIGNATURE

SIGNATURE

Connie Wu

PRINT NAME

PRINT NAME

PRINT NAME

Assistant Superintendent Business Services
TITLE

TITLE

DATE SIGNED

DATE SIGNED

Date of approval/ratification by Governing Board: _____

Items 1, 2, & 3 MUST be completed before the contract can be approved.

1. School requesting services:
2. Contact person at the school:
3. Account number to be charged: