



## EAST RAMAPO CENTRAL SCHOOL DISTRICT

105 South Madison Avenue  
Spring Valley, New York 10977

Phone: (845) 577-6031

Fax: (845) 577-6068

### GENERAL SERVICE CONTRACT

The following services will be provided by \_\_\_\_\_ as described herein.

#### PROVIDER/COMPANY INFORMATION

Address:  
(No P.O. Box #)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person:

Business Phone #:

Fax #:

E-mail:

Federal Tax ID #:

#### DESCRIPTION OF SERVICES

Service(s) to be provided:

Date(s) and time(s) service(s) will be provided:

Service(s) will be provided at the following location(s):

☐ Check here for additional description or details to be attached to Contract

**FEES FOR SERVICE(S), MATERIALS AND EXPENSES**

- ☐ Flat Fee      \$ \_\_\_\_\_
- ☐ Hourly Rate    \$ \_\_\_\_\_ per hour for \_\_\_\_\_ hours = \$ \_\_\_\_\_
- ☐ Daily Rate      \$ \_\_\_\_\_ per day for \_\_\_\_\_ days = \$ \_\_\_\_\_
- ☐ Other as described: \_\_\_\_\_

Description of Supplies/Materials Needed:

Cost of Supplies/Materials, if applicable: \$ \_\_\_\_\_

Description of Travel Expenses (itemized):

Cost of Travel Expenses (include travel and lodging), if applicable: \$ \_\_\_\_\_

**TOTAL PAYMENT NOT TO EXCEED:** \$ \_\_\_\_\_

Budget Code/Source of Funding:

Purchase Order Number(s):

**SPECIAL ARRANGEMENTS**

- ☐ AV/Technology Needs (i.e. projector, screen): \_\_\_\_\_
- ☐ Room Arrangements: \_\_\_\_\_
- ☐ Other (easel, chart paper, etc.): \_\_\_\_\_

**CONDITIONS FOR PAYMENT**

Payment to Provider/Company will be issued only after completion of services and submission of invoices and timesheets (vouchers). The Provider/Company agrees to provide invoices and timesheets and any other documentation deemed necessary in compliance District requirements. The District will pay the Provider/Company within thirty days after receiving the invoice for such services; the final invoice is to be submitted to the District no later than \_\_\_\_\_, 20\_\_\_\_. The District shall only reimburse lodging, travel and other charges which are specifically agreed to in advance by the District and approved in accordance with District practices. Any such charges shall be reimbursed consistent with District policy.

**INDEMNIFICATION**

The Provider/Company agrees to defend, indemnify and hold harmless the District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Provider/Company, its officers, directors, agents or employees in connection with the performance and/or nonperformance of services pursuant to this Agreement.

**INDEPENDENT CONTRACTOR STATUS**

The Parties agree that the Provider/Company shall be deemed an Independent Contractor of the District and shall in no manner be deemed an employee of the District.

**NON-DISCRIMINATION REQUIREMENTS**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider/Company agrees it and those it employs or contracts with to provide services pursuant to this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, or any other basis protected by law

**SEXUAL HARASSMENT**

Federal law and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for District employees or students. the Provider/Company shall exercise control over itself and employees so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that the Provider/Company or any of its employees have committed an act of sexual harassment, upon notice from the District, the Provider/Company shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

**NON-SMOKING POLICY**

The District's schools are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the District. The Provider/Company shall fully comply with this smoke-free policy.

**DRUG-FREE WORKPLACE**

Neither the Provider/Company nor any employee of the Provider/Company shall engage in the unlawful manufacture, distribution, possession, or use of a controlled substance while performing any activity covered by this Agreement. The District reserves the right to request a copy of the Provider/Company's Drug-Free Workplace Policy. The Provider/Company shall insert a provision similar to this section in all subcontracts or contracts with third parties for services to be performed pursuant to this Agreement.

**COMPLIANCE WITH DISTRICT POLICIES**

The Parties shall perform all obligations under this Agreement in accordance with all federal, state and local laws, rules and regulations directly applicable to them. The Provider/Company shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement, namely, \_\_\_\_\_; those required by the New York State Department of Education, the Board of Education and/or the District shall be the District's responsibility. In addition, the Provider/Company shall comply with any of the District's written safety policies that are generally applicable to visitors and contractors entering District grounds, provided that such policies are provided to the Provider/Company for review in reasonable time in advance of it entering school grounds. the Provider/Company will replace within a reasonable time of notice from the District, any personnel assigned to perform work on District premises in the event the District has a reasonable basis for such request.

**GOVERNING LAW**

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York, Rockland County, or in the United States District Court for the Southern District of New York.

**COMPLETE AGREEMENT**

This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

**ADDITIONAL INFORMATION****EAST RAMAPO CENTRAL SCHOOL DISTRICT**

---

Principal's Signature

---

Date

---

Print Name

---

Title**PROVIDER/COMPANY**

---

Signature

---

Date

---

Print Name

---

Title

Purchasing Agent \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASE ORDER WILL BE APPROVED ONCE THIS FORM IS COMPLETED**