

SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT
Ben Lomond, CA
CONTRACT SERVICE AGREEMENT

THIS AGREEMENT is to be entered into this _____ day of _____, _____ by and between the SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT and _____, hereinafter referred to as CONTRACTOR, with respect to the following recitals:

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain professional services; and

WHEREAS, CONTRACTOR desires to provide said services to DISTRICT;

NOW, THEREFORE, CONTRACTOR and DISTRICT agree as follows:

1. CONTRACTOR'S SERVICES: The CONTRACTOR shall provide the following service to the DISTRICT:

2. TERM: The CONTRACTOR's services described in paragraph 1 shall commence on _____ and shall end on completion of the services but no later than _____ unless earlier terminated pursuant to paragraph 6.

3. PAYMENT: CONTRACTOR shall provide DISTRICT with monthly detailed itemized invoices which shall be paid by DISTRICT upon receipt and approval. CONTRACTOR shall be compensated at the rate of \$_____. In no event shall the payment made under this AGREEMENT exceed \$_____.

4. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR, and any and all agents and employees of CONTRACTOR, are agreed to be independent contractors in their performance under this AGREEMENT and are not officers, employees, or agents of DISTRICT.

5. MATERIALS: CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

6. ORIGINALITY OF SERVICES: CONTRACTOR agrees that all technologies formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis of such services.
7. COPYRIGHT/TRADEMARK/ PATENT: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, DISTRICT shall have all rights, title and interest in said matter, including the right to secure, and maintain the copyright trademark and or patent of said matter in the name of the DISTRICT: CONTRACTOR consents the use of CONTRACTOR's name in conjunction with the sale, use performance and distribution of the matters, for any purpose and in any medium.
8. INDEMNITY: CONTRACTOR shall indemnify, defend, save, and hold harmless DISTRICT, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of action, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit, or contest arising out of CONTRACTOR'S performance of or failure to perform the work required by this AGREEMENT.
9. TERMINATION OF AGREEMENT: DISTRICT may terminate this AGREEMENT at any time, for any reason upon written notice to CONTRACTOR. In the event of early termination CONTRACTOR shall be paid for satisfactory work performed to the date of termination at the rate specified in paragraph 3 above.
10. NO ENTITLEMENT: CONTRACTOR agrees that it has no entitlement to any future contracts or work from DISTRICT nor to any employment or fringe benefits from DISTRICT.
11. ASSIGNMENT: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
12. PERMITS/LICENSES: CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
13. EMPLOYMENT WITH PUBLIC AGENCY: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
14. AFFIRMATIVE ACTION EMPLOYMENT: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.

15. **NON WAIVER:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
16. **TAXES:** All Payments to CONTRACTOR pursuant to this AGREEMENT will be reported to Federal and State taxing authorities as required. DISTRICT will not make any deductions nor withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR alone is responsible for the payment of all applicable unemployment compensation, FICA, taxes, and other payroll deductions.
17. **NOTICES:** All payments and any notices or communications under this AGREEMENT shall be in writing and shall be deemed to be duly given if served personally on the party to whom this notice is directed if deposited in the United States, mail, postage paid addressed as follows:

DISTRICT	CONTRACTOR
Liann Reyes	_____
CBO	_____
325 Marion Avenue	_____
Ben Lomond, CA 95005	

18. **GOVERNING LAW:** This AGREEMENT shall be governed by, and construed in accordance with, the law of the State of California.
19. **BINDING EFFECT:** This AGREEMENT shall inure to the benefit of and shall be binding upon the CONTRACTOR and the DISTRICT and their respective successors and assignees.
20. **SEVERABILITY:** If any provision of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this AGREEMENT.
21. **AMENDMENT:** The terms of this AGREEMENT shall not be amended in any manner whatsoever except by written agreement signed by the parties.
22. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties. There are no oral understandings, side agreements, representations or warranties, express or implied, not specified herein.
23. **COMPLIANCE WITH LAW:** CONTRACTOR agrees to perform the services contemplated by this AGREEMENT in a professional and competent manner and in compliance with all State and Federal laws and regulations governing their services to be rendered pursuant this AGREEMENT.
24. **HEADING AND CAPTIONS:** The headings and captions of this AGREEMENT are the convenience of the reader only and shall not be used to define, limit, or construe the terms of this AGREEMENT.

25. LIABILITY INSURANCE: CONTRACTOR shall provide DISTRICT with a certificate of insurance with an endorsement naming the DISTRICT as an additional insured with a minimum limit of \$1,000,000 of general liability insurance coverage.

26. CRIMINAL BACKGROUND CHECK: CONTRACTOR agrees that if it is determined by the DISTRICT that the CONTRACTOR will have more than limited contact with students, a criminal background will be completed prior to services performed. If the CONTRACTOR requires a criminal background check as part of its own employment procedures, the CONTRACTOR shall certify in writing to the DISTRICT that neither the employer, nor any of its employees have been convicted of a felony (Education Code 45125.1). All individuals employed by the CONTRACTOR and performing services for the DISTRICT shall be listed by name on the certification.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties on the date and year first above written.

SAN LORENZO VALLEY
UNIFIED SCHOOL DISTRICT

By: _____
Administrator/Manager

By: _____
CBO

CONTRACTOR

By: _____
(Signature)

(Print Name)

(Title)

Address: _____

Telephone: _____

S.S.# _____

Budget Code: