

MONROVIA UNIFIED SCHOOL DISTRICT

325 E. Huntington Dr.
Monrovia, CA 91016
(626) 471-2000

**PERSONAL SERVICES CONTRACT
AGREEMENT/PURCHASE ORDER NUMBER**

THIS CONTRACT made and entered into this ____ day of _____, 20__ by and between _____, hereinafter called the **PROVIDER** and the **MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **PROVIDER** shall furnish the **DISTRICT** for a total contract price of:
_____ Dollars (\$ _____)
the following services:

- 2. The term of this contract shall begin _____, 20__ and will terminate on or before _____, 20__.
- 3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 19 of the Terms and Conditions and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
- 4. Payment Schedule - Payment for the work shall be made upon submission of monthly statements and the District's written approval of the work (which approval shall not be unreasonably withheld).
- 5. Approvals for payment shall be authorized by a responsible District administrator.
- 6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Provider, by executing this Contract, agrees to comply with all such general terms and conditions.
- 7. The Provider shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current generally accepted practices for an educational institution.
- 8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:
 - _____ Insurance Forms
 - _____ Addendum Containing Specific Terms and Conditions

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also

provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY

TAX IDENTIFICATION

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Other

Employer Identification

Social Security Number

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

PROVIDER **MONROVIA UNIFIED SCHOOL DISTRICT**

Provider Name

Superintendent

Signature

TITLE: _____

DATE: _____

LICENSE NUMBER: _____

ADDRESS: _____

DATE: _____

PHONE: _____

FAX: _____

Business Services Only

Account No: _____

Verification and Approval: _____

Board Approval Date: _____

Purchase Order No.: _____

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.
2. **EQUIPMENT AND LABOR.** The Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
3. **SUBPROVIDERS.** Provider agrees to bind every subprovider by terms of the contract as far as such terms are applicable to subprovider's work. If Provider shall subcontract any part of this contract, Provider shall be fully responsible to the District for acts and omissions of his subprovider and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subprovider and the District.
4. **SAFETY AND SECURITY.** It shall be the responsibility of the Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
5. **DEFAULT BY PROVIDER.** When Provider, or any subprovider, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Provider, subprovider or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Provider, subprovider or vendor, as above stated, shall be a liability against the Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Provider provided satisfactory proof is furnished to the Board of Education, if requested.
6. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.
7. **WORKERS.** Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
8. **SUBSTITUTIONS.** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
9. **PROVIDER SUPERVISION.** When necessary, Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.
10. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress.
11. **PROTECTION OF WORK AND PROPERTY.** The Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

12. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

13. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. **HOLD HARMLESS AGREEMENT.** The Provider shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Provider, any subproviders, or any employee, agent, or representative of Provider and/or its subproviders.

15. **PAYMENT.** Unless otherwise specified, the Provider shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).

16. **PERMITS AND LICENSES.** The Provider and all of his employees, agents, and subproviders shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.

17. **PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Provider is an independent Provider, and not an officer, employee, agent, partner, or joint venture of the District.

18. **ANTI-DISCRIMINATION.** It is the policy of the Monrovia Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Provider agrees to require such compliance by all subproviders employed on the work by him.

19. **PROVIDER'S AND SUBPROVIDER'S INSURANCE.** The Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Provider shall not allow any Subprovider, employee or agent to commence work on this contract or any subcontract until the insurance required of the Provider, subprovider, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE.** The Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to

be engaged in work on the project under this contract and in case of any such work sublet, the Provider shall require the subprovider similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Worker's Compensation Insurance.

b) **PROVIDER'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Provider shall procure and shall maintain during the life of his contract, Provider's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Provider's Property Damage Insurance in an amount not less than \$1,000,000. Any subprovider employed in connection with the work shall maintain such insurance unless the Provider's insurance covers the subprovider and its employees.

20. **COMPLIANCE WITH LAWS.** Provider shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Provider shall bear all costs arising therefrom.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

22. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

23. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

24. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

25. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

1. To cooperate with school personnel to ensure fair and equitable availability of services to all families.

2. To support District and school policies and standards.

3. To work with groups of students and/or parents when possible to ensure that as many families are served as possible. Marital counseling is not an expected use of school-based clinical staff.

4. To refer students and families in need of (in-depth, long-term) specialized services to appropriate community agencies whenever possible. It is inappropriate for a clinic to refer to its own agency unless comparable services are not available elsewhere or the family specifically requests services offered by clinician (which should be documented along with referrals to alternative agencies).

5. To provide licensed personnel or fully-supervised interns for all services.

6. To maintain appropriate insurance as required by the District.

Signature

Date

Adopted: October 24, 2007

Supplemental Agreement

Specialized Services for Students and Families

The Undersigned Agrees as follows:

