



Prepared by: _____
SACS# _____

**CONTRA COSTA COUNTY SUPERINTENDENT OF SCHOOLS
SERVICE CONTRACT**

1. **Contract Identification.** _____

2. **Parties.** The Contra Costa County Superintendent of Schools (County Superintendent), whose address is 77 Santa Barbara Road, Pleasant Hill, CA 94523 and the following named Contractor:

Name _____ Telephone # _____

Capacity _____ Soc. Sec. # _____ Fed. I.D.# _____

Address _____ City _____ Zip _____

mutually agree and promise as follows:

3. **Term.** The effective date of this contract is _____, and it terminates _____, unless sooner terminated as provided herein.

4. **Termination.** This contract may be terminated by the County Superintendent at his/her sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

5. **County Superintendent's Obligation.** In consideration of Contractor's provision of services as described below, and subject to the payment provisions expressed herein, County Superintendent shall pay Contractor, upon Contractor's submission of a properly documented demand for payment which shall be submitted no later than 30 days from the end of the month in which the contract services were rendered and upon approval of such demand by the County Superintendent or his/her designee, as follows:

Fee Rate: \$ _____ per hour/day of service as may be requested by the County Superintendent, not to exceed a maximum of _____ hours/days of service. The County Superintendent may, but is not obligated to, request the maximum number of hours/days of service. The total maximum fee is \$ _____. (*Fee Rate x Total No. of Hours/Days*)

Flat Rate: \$ _____ to be the total payment to the Contractor including travel/other expenses.

STRS Member	Yes _____	No _____
STRS Retiree *	Yes _____	No _____

*Education Code Section 24216 states: "If a service retirant received payment in excess of the limitation set forth in Section 24214 or 24215, the allowance of the service retirant shall be reduced by the amount of that excess."

6. **Contractor's Obligation.** In consideration of the compensation for all work and services, the Contractor shall: *(attach additional pages if necessary)*

7. **Independent Contractor Status.** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

8. **Indemnification.** The Contractor shall defend, indemnify, save, and hold harmless the County Superintendent and his/her officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the County Superintendent or his/her officers or employees. Contractor will reimburse the County Superintendent for any expenditures, including reasonable attorneys' fees, the County Superintendent may make by the reason of the matters that are the subject of this indemnification, and if requested by the County Superintendent, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the Contractor.
9. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 415125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with County Office students until such time as the Contractor has verified in writing to the County Office that the employee has not been convicted of a felony, as defined in Education Code section 45122.1 and is eligible to provide services consistent with the requirements of the Education Code. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the County Office, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the County Office prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. In addition, Contractor shall be required to provide written notice to the County Office within twenty-four hours of receipt of notice that any of its employees, subcontractors, agents, and employees or agents of subcontractors is no longer eligible, consistent with applicable law, from providing services pursuant to this contract. Contractor shall not allow such employees, subcontractors, agents, and employees or agents of subcontractors from providing service pursuant to this contract upon receiving such notice.
10. **Compliance with Law.** The Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.
11. **Nondiscriminatory Services.** The Contractor agrees that all goods and services under this contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, or handicap, and that none shall be used, in whole or in part, for religious worship or instruction.
12. **Tax Reporting/Payment Responsibilities.** The County Superintendent shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.
13. **Disputes.** Disagreements between the County Superintendent and Contractor concerning the meaning, requirements or performance of this Contract shall be subject to final determination in writing by the County Superintendent or his /her designee or in accordance with the applicable procedures (if any) required by the State or Federal Government.
14. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County Superintendent in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the total cost to County Superintendent for the work under this contract exceeds \$5,000.
15. **Signatures.** These signatures attest the parties' agreement hereto:

Contra Costa County Superintendent of Schools

Date

Contractor

Date

ACKNOWLEDGMENT

State of California

ACKNOWLEDGMENT
(By Corporation, Partnership, or Individual)

County of _____

The person(s) signing above for Contractor, personally known to me in the individual or business capacity(ies) stated, or proved to me on the basis of satisfactory evidence to be the stated individual or the representative(s) of the partnership or corporation named above in the capacity(ies) stated, personally appeared before me today and acknowledged that he/she/they executed it, and acknowledged to me that the partnership, if a partnership, named above executed it or acknowledged to me that the corporation, if a corporation, named above executed it pursuant to its by-laws or a resolution of its board of directors.

Dated: _____
(Notarial Seal)

Signed: _____
(Notary Public)