

**LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Stockton, a municipal corporation.

hereinafter called the Independent Contractor. Independent Contractor shall provide the following services: After school staffing and support to be provided at Ansel Adams, Clairmont, Creekside, Davis, Mosher, Oakwood, Parklane, Sutherland, Wagnerholt, Westwood, Morada Middle, Delta Sierra Middle, and McAuliffe Middle Schools.

The services shall begin on July 27, 2015 and be completed by June 6 2016.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days, upon prior receipt and approval of a work completion statement:

Not to exceed: \$462,476.34 Four Hundred Sixty Two Thousand, Four Hundred Seventy Six and 34/100 Dollars.

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement and designate to which sites they will be assigned. Failure to comply with this law may result in, or at District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Independent Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind person or property arising from the acts, omissions or negligence of Independent Contractor. Notwithstanding anything to the contrary contained herein, I agree to indemnify, defend, and hold harmless the District, its officers, agents, employees or representatives against any and all claims, damages, costs, expenses of whatever nature, including court costs and attorneys' fees arising out of Independent Contractor's Services Agreement.

Independent Contractor:

Signature: _____

Date: _____

Address: 425 N. Eldorado

Stockton, CA

Phone: 209.937.8212

Email: _____

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Please refer to Purchase Order for full Terms and Conditions