RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, California 92501

AGREEMENT FOR EXTRA DUTY SERVICES
CAREER TECHNICAL EDUCATION
(District Expense)

This Agreement is entered into by and between the **Riverside County Superintendent of Schools,** hereinafter referred to as "SUPERINTENDENT," and the **Alvord Unified School District,** hereinafter referred to as "DISTRICT", each being a "Party" and collectively the "Parties".

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2020** through **June 30, 2021**.

2. **SERVICES:**

   A. SUPERINTENDENT agrees to provide services for DISTRICT as follows:

   Extra duty for Mark Porter for attending meetings and events before or after contract day. Not to exceed 50 hours.

   $48.57 x 50 hours = $2,428.50
   $2,428.50 + $512.73 fixed charges, based on 21.113% rate = $2,941.23

   B. Services will be provided by an instructor holding the proper credentials authorizing such services.

3. **PAYMENT:**

   A. DISTRICT agrees to pay SUPERINTENDENT the amount of **$2,941.23,** said amount being not less than the cost of providing said services, and payable within 45 days from receipt of an invoice(s).
   B. In no event shall the total amount of this Agreement exceed the amount of **$2,941.23** without the written modification and approval of the DISTRICT.

4. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

5. **TERMINATION:** Either Party may terminate this Agreement, in whole or in part, and without need for cause, by giving 30 day written notice stating the extent and effective date of termination.

Upon any termination pursuant to this Paragraph taking effect, SUPERINTENDENT shall cease all work and services to the extent specified in the termination notice, and DISTRICT shall pay SUPERINTENDENT, in accordance with this Agreement, for all work and services performed prior to termination.

6. **INDEPENDENT CONTRACTOR:** SUPERINTENDENT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of DISTRICT.

7. **WORKERS' COMPENSATION:** SUPERINTENDENT is aware of the laws of State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

8. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to verify that its employees and subcontractors who may have contact with pupils during the performance of this Agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, including the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.

9. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** SUPERINTENDENT is aware of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

10. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both Parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other Party will be deemed void and of no force or effect.

11. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying Party, or its officers, agents and employees.

12. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Signed_____
Authorized Signature

_____
Printed Name and Title

Date_____

Alvord Unified School District
9 KPC Parkway
Corona, CA 92879

Signed_____
Authorized Signature

_____
Printed Name and Title

Date_____