




# CONTRACT FOR SERVICES

THIS CONTRACT made and entered into this 15th day of January 2024, by and between Radha Richmond at Cognitive Foundations \_\_\_\_\_, hereinafter called the "PROVIDER" and the **Gridley Unified SCHOOL DISTRICT**, hereinafter called the "DISTRICT".

The parties do hereby contract and agree as follows:

1. In consideration of payment not to exceed the sum of \$6800.00 to be paid to Provider by District, Provider shall provide the following: **Independent Educational Evaluation**
2. Location: **At provider's office or on a school district campus**
3. The term of this contract shall begin 1/15/24 and be complete by 06/30/24.
4. This contract includes the terms and conditions attached as numbers 1 thru 17. The Provider, by executing this contract agrees to accept and comply with such terms and conditions.
5. All applicable laws and regulations of the Public Contract Code, Civil Code and Labor Code govern this Contract.

**PROVIDER:**

ACCEPTED BY:  Date: 1/17/24 Title: Owner/Licensed Educational Psychologist

Proper Name of Provider: Radha Richmond, Licensed Educational Psychologist

Address: 1460 Maria Lane, Ste 300, Walnut Creek, CA 94596

Phone: (510) 592-4419 Fax: ( )

**DISTRICT:**

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**\*\*\*THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES\*\*\***

## TERMS AND CONDITIONS

1. **LABOR AND MATERIALS:** The Provider shall furnish all labor, materials and services necessary for the completion of work described in this Contract.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Provider for the service shall be subject to the approval of the District. Provider shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Provider to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY PROVIDER:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Provider..
5. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District.
6. **WORKERS:**
  - a. Provider shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
  - b. Any person in the employ of the Provider as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
7. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Provider shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
8. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance there under 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, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
9. **HOLD HARMLESS CLAUSE:** The Provider shall hold harmless and indemnify the District, its officers and employees from:
  - a. Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Provider upon or in connection with performance under this Contract or Purchase Order, however caused;
  - b. Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the act, default, or omission of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Provider in connection with performance under the contract and/or Purchase Order.
10. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Provider is required to file with the District certificates of insurance naming the Oak Grove Unified School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
  - a. Worker's Compensation and Employer's Liability Insurance.
  - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
11. **PAYMENTS:** The District shall pay for services performed or materials delivered under this Contract upon completion of said work and upon presentation of invoice by the Provider. District representative will provide written approval and acceptance, and payment shall be made within a reasonable and proper time, normally within thirty (30) days.
12. **RELEASE AGAINST LIENS OR CLAIMS:** Provider shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Provider to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until provider has furnished such evidence of payment and release, and shall indemnify and defend the District against any liability or loss arising from any such claim.
13. **PERMITS AND LICENSES:** The Provider and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
14. **ANTI-DISCRIMINATION:** It is the Policy of the Oak Grove Unified School District Board of Education that, in connection with all work performed under Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Provider agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
15. **LABOR CODE:** Provider shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office.
16. **NO SMOKING:** Oak Grove Unified School District has a NO SMOKING policy at all sites. Providers are responsible to make sure that no one smokes on school property.
17. **FINGERPRINTS:** The provider certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.
18. **TERMINATION:** The District may terminate this agreement by providing thirty (30) days written notice of intent to terminate at any time and for any reason or for no reason. If this agreement is terminated, Provider shall be compensated for services rendered through the date of termination.