



MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT Services Agreement

This Agreement is made by and between the **Mt. San Jacinto Community College District** (District) and **Perris Union High School District** (Contractor)

Terms and Conditions

Contractor Name. This Agreement is a legally binding contract entered into between the Contractor and the District. Should any changes to the Contractor's business name occur after the Agreement has been fully executed, a request for a name change must be requested in writing and be supported by sufficient documentation. For questions about this process, contact BusinessServices@msjc.edu.

Term. The effective date of this Agreement is from **April 22, 2021 through May 31, 2021**, unless sooner terminated as provided herein.

Termination. This Agreement may be terminated by the District at its sole discretion upon a five (5) day advance written notice thereof to the Contractor or cancelled immediately by written mutual consent. Upon termination, any prepayments made by the District will be refunded in full within 30 days of the District's written cancellation notice.

Scope of Work. The Contractor will perform, within the terms stipulated, the following services:

Reimbursement for substitutes for K12 Faculty attending Catema trainings between April and May. Department will confirm training dates.

Exhibits. This agreement shall not include or incorporate the terms of any conditions, master agreement or any other boilerplate terms or form documents prepared by the Contractor. The attachment of any such document to this Agreement as EXHIBIT "A" shall not be interpreted or construed to incorporate such terms into this agreement unless the District approves of such incorporation in a separate writing signed by the District. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the Contractor shall be null and void and have no effect upon this agreement. Proposals, quotes, statement of qualifications and other similar documents prepared by the Contractor may be incorporated into this agreement as EXHIBIT "A", but such incorporation shall be strictly limited to those portions describing the Contractor's scope of work, rate and price schedule, and qualifications.

Services/Deliverables. It is the responsibility of the Contractor to provide the District with the services and/or deliverables as outlined in the Scope of Work.

Payment Limit. The District's total payments to the Contractor under this Agreement will not exceed:

\$	500.00	Fee NTE \$125 per substitute, maximum 2 substitutes per training
\$	500.00	Total (Payment to Contractor may not exceed this amount)

Additional Services. Should additional services be required beyond the not to exceed total of the contract, the Agreement must be amended in advance of additional services being performed and approved by both parties. Additional services rendered by Contractor without prior written authorization via an Amendment, signed by both parties, will not be paid.

Payment for Services. Contractor must submit an itemized invoice after services have been rendered specifying the services provided, the dates the work was performed and the specific dollar amount. Invoices will be authorized by the appropriate department Dean or Vice President prior to payment. No payment will be made in advance of work being performed unless specifically pre-authorized by the Vice President of Business Services and indicated within the Scope of Work. Payment will be made by the District within 30 (thirty) working days of receiving the invoice. Invoices shall be submitted via e-mail to: AccountsPayable@msjc.edu.

Services Agreement. Agreements will be sent to Contractor for signature(s) electronically via DocuSign. Contractor will receive an e-mail notification to sign the Agreement and will receive an automated copy of the final Agreement upon execution. Click on the link in the e-mail, sign electronically, and click Finish to complete the Agreement. Agreements may alternately be printed from DocuSign, signed, and uploaded to DocuSign, or may be signed and e-mailed to Business Services at: BusinessServices@msjc.edu. **Do not return this Agreement to anyone other than Business Services via DocuSign or e-mail as this will cause delays in processing.**

Independent Contractor Status. The Contractor will at all times be an independent contractor and not an employee, agent, officer or representative of the District. The Contractor or their employees are not entitled to benefits of any kind or nature normally provided to the employees of the District.

STRS/PERS Retiree. If the Contractor is a STRS/PERS retiree, it is the Contractor's responsibility to provide the District with a statement indicating the Contractor is a retired member of the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) of the State of California to ensure that retirement benefits are not jeopardized.

Insurance Requirements. The Contractor is required to provide a certificate of insurance to the District **prior to the start date of work to be performed.** The Contractor's insurance coverage must meet the minimum liability requirements of the District indicated below including listing the District as an additional insured.

The District will maintain for itself appropriate commercial general liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations and \$2,000,000 for general aggregate.

Mutual Indemnification and Hold Harmless. The District and the Contractor will mutually protect, indemnify, and hold each other harmless from any costs, losses, claims, demands, suits, actions, payments and judgments, or other liabilities or expenses, including legal and attorney's fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the errors, acts or omissions of those involved in this Agreement.

Waiver and Modification. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

Applicable Law. This Agreement will be subject to and will comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement.

Governing Law, Jurisdiction and Venue. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of California within the jurisdiction of Riverside County, California.

Force Majeure. Neither party shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such party's control, including, without limitation, cessation of services hereunder or any damages resulting therefrom to the other party as a result of work stoppage, power or other mechanical failure, computer virus, natural disaster, pandemic, governmental action, or communication disruption.

Cumulative Remedies. Except as otherwise expressly provided herein, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

Expenses. The Contractor will assume all expenses incurred in connection with performance of this Agreement and the District will not be responsible for payment of any other expenses.

Taxes. The Contractor will be responsible for any withholding and payment of any state or federal taxes under

this Agreement. The District will report any compensation paid under this Agreement through the 1099 reporting process by calendar year.

Non-Discrimination. The Contractor will not illegally discriminate in either the provision of service, or in the employment against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, equal employment opportunity and affirmative action.

Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modifications require mutual agreement by both parties and may be amended only by a written amendment executed by both parties to the Agreement.

Severability. In the event that any clause, sub-clause, or other provision contained in this Agreement will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision will to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which will continue to be valid and enforceable to the fullest extent permitted by law.

Material Fees. When applicable, specific to the Continuing Education Department, if the Contractor's course includes material fees, the fees will be included in the registration fees and the Contractor will receive 100% of the material fees.

Copyright Infringement. If and when applicable, the Contractor understands, agrees, and hereby certifies that all written or recorded materials and any other works of authorship, prepared, produced, and/or presented for use under this Agreement will be wholly original to the Contractor, unless obtained from the public domain, under fair use doctrine, or pursuant to any other exceptions under copyright law. Enforcement of this clause will constitute a reasonable and diligent effort by the District to prevent plagiarism and copyright infringement. The Contractor will indemnify, defend, and hold harmless the District with respect to any allegations of plagiarism or copyright infringement that result from any actions of Contractor, whether known or unknown to the District.

Contractor agrees to perform the services described in this Agreement for the payment indicated within the specifications, terms, and conditions and is legally authorized to enter into this Agreement.

Contractor signature:

District signature:

Printed name: Dawn Bray
Title: Purchasing Director
Company: Perris Union High School District

DocuSigned by:
Beth Gomez
354F8501175E44B...

Beth Gomez
Vice President of Business Services
Mt. San Jacinto Community College

_____ Date

April 22, 2021 _____ Date

^{DS}
(A) April 21, 2021

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Mt San Jacinto Community College (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Mt San Jacinto Community College:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: businessservices@msjc.edu

To advise Mt San Jacinto Community College of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at businessservices@msjc.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Mt San Jacinto Community College

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to businessservices@msjc.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Mt San Jacinto Community College

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to businessservices@msjc.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mt San Jacinto Community College as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mt San Jacinto Community College during the course of your relationship with Mt San Jacinto Community College.