



Folsom Cordova Unified School District
 1965 Birkmont Drive, Rancho Cordova, CA 95742
 Phone: (916) 294-9000 Fax: (916) 294-2472
Personal Service Contract ("Agreement")



Contract NOT Valid for FCUSD Employees

Contractor Name and Address:

 Phone #: _____
 Tax ID #: _____
 Make Warrant payable to: _____

Requisition #: _____ Date: _____
 Site / Dept: _____
Budget Code: _____ Amount:
 _____ \$ _____
 _____ \$ _____
 Total Amount of Contract: \$ _____
 Inclusive Dates of Service: _____
 Location: _____
 Vendor #: _____

This Agreement has multiple Exhibits, exhibits include:
Exhibit A: General Terms and Conditions
Exhibit B: Insurance Requirements (*Current insurance is required for all in-person services)
To be Completed by Administrator:
 Fingerprinting: Required Not Required
 If required, complete **Exhibit C: Contractor Certification**

Description of Services to be provided:

Payment Terms: Invoices must be submitted to the District within 30 calendar days of services actually rendered.

**** If more than one payment is required, please submit an invoice for each payment. ****

Agreed to this _____ day of _____, 20____

Contractor Signature: _____ Print Name: _____

***Purchase Order and Agreement should be submitted to the Purchasing Department
 at least two (2) weeks prior to commencement of service.***

District Approval Signatures:
 Administrator/Program Manager of Requesting Department _____
 Purchasing _____ Fiscal Services _____

Return Original to Purchasing

Initial Here ____

EXHIBIT A
to PERSONAL SERVICE CONTRACT

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by District as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by District.** District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by Contractor; or
 - (2) any act by Contractor exposing District to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's

insolvency.

Written notice by District shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Contractor. If the expense, fees, and/or costs to District exceeds the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by District; or
 - (2) any act by District exposing Contractor to liability to others for personal injury or property damage; or
 - (3) District is adjudged bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.

- e. Upon termination, Contractor shall provide District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

5. INDEMNIFICATION / DEFENSE / HOLD HARMLESS.

- a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify,

defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; *or*
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The “Indemnified Parties” are District, its officers, consultants, employees, and trustees.
 - c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death.
 - d. District may accept or reject legal counsel Contractor proposes to defend District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend District at Contractor’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit A.
6. **INSURANCE.** Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit B to the Agreement.
7. **CONFIDENTIALITY.** Contractor and Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services (“Confidential Information”), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of District, except as required by law or as necessary for Contractor’s agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor’s agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to District notice(s) of the legal process,” but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so

that District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify District of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon District until District’s Governing Board has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor’s receipt of a written termination notice from District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Contractor shall bear all costs arising therefrom.

12. **PERMITS / LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **ANTI-DISCRIMINATION.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).
15. **FINGERPRINTING OF EMPLOYEES.** Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by law to do so. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. 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 District, or acting as independent contractors of Contractor. Verification of compliance with this Section shall be provided in writing to District prior to each individual's contact with any student.
16. **TUBERCULOSIS TESTING.** Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of District that the employees have complied with Education Code section 49406 by submitting to a tuberculosis risk assessment and any required further examination.
17. **AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
18. **EVALUATION OF CONTRACTOR AND SUBORDINATES.** District may evaluate Contractor in any manner which is permissible under the law. District's evaluation may include, without limitation:
- a. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
19. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by District.

- 20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 21. ASSIGNMENT AND SUCCESSORS.** Neither District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 22. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 23. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 24. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which District's principal administrative office is located.
- 25. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 26. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 27. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both District and Contractor.
- 28. MODIFICATION.** This Agreement may be amended at any time by the written agreement of District and Contractor.
- 29. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 30. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 31. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 32. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT B
to PERSONAL SERVICE CONTRACT

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. **Allegations of Sexual Abuse Insurance.** Comprehensive coverage for Contractor and its employees, naming District as an additional insured, in the amount of not less than four million dollars (\$4,000,000.00) on a per individual and occurrence basis for any and all, claims, lawsuits, demands related to acts which arise from any allegations of sexual abuse or molestation of any child under the care and control of Lessee. **(WHEN APPLICABLE)**
 - 1.3. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with District the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." **(WHEN APPLICABLE)**

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$2,000,000 \$4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Allegations of Sexual Abuse Insurance	\$4,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

2. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

- 2.3. An endorsement stating that District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.



**EXHIBIT C
to PERSONAL SERVICE CONTRACT**

Folsom Cordova Unified School District
1965 Birkmont Drive
Rancho Cordova, CA 95742
Phone: (916) 294-9000 Fax: (916) 294-2472

CONTRACTOR CERTIFICATION

I, _____, am (an authorized representative of/doing business as) _____, (name of contractor/consultant) and hereby certify that, pursuant to Education Code section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Folsom Cordova Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5c and/or 1192.7c. I understand that this certificate is not to be signed and submitted until I have received clearance from the Department of Justice.

As further required by Education Code section 45125.1, attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to Folsom Cordova Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify Folsom Cordova Unified School District of any additions/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____, 20___, in _____ County, California

Name of Contractor/Consultant
(Please Print)

Name/Title of Authorized Representative
(Please Print)

Signature



EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001] (Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 3. LOCAL ADMINISTRATION [35000 - 45500] (Division 3 enacted by Stats. 1976, Ch. 1010.)

PART 25. EMPLOYEES [44000 - 45500] (Part 25 enacted by Stats. 1976, Ch. 1010.)

CHAPTER 5. Classified Employees [45100 - 45500] (Chapter 5 enacted by Stats. 1976, Ch. 1010.)

ARTICLE 1. Employment [45100 - 45139] (Article 1 enacted by Stats. 1976, Ch. 1010.)

45125.1. (a) Any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal records summary as described in Section 44237. When the contracting entity performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

(b) (1) This section does not apply to an entity providing services to a local educational agency, as described in subdivision (a), in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

(2) Notwithstanding subdivision (a), an employee of any entity that has a contract with a local educational agency, and that offers work experience opportunities for pupils, including, but not limited to, opportunities pursuant to Section 51760, 52336, 52372, 52410, or 52460, Article 1 (commencing with Section 52300), Article 5 (commencing with Section 52381), or Article 7 (commencing with Section 52450) of Chapter 9 of Part 28 of Division 4, Chapter 16.5 (commencing with Section 53070) of Part 28 of Division 4, Article 5 (commencing with Section 54690) of Chapter 9 of Part 29 of Division 4, or Part 54.5 (commencing with Section 88820) of Division 7 of Title 3, or workplace placements as part of a pupil’s individualized education program, including, but not limited to, the services described in Article 3 (commencing with Section 56470) of Chapter 4.5 of Part 30 of Division 4, is not required to have a valid criminal records summary pursuant to subdivision (a) if all of the following requirements are met:

(A) At least one adult employee in the workplace during the pupil’s work hours, who has direct contact with the pupil and has been designated by the employer as the employee of record who is responsible for the safety of the pupil, has a valid criminal records summary as described in Section 44237.

(B) A staff representative of the local educational agency makes at least one visitation every three weeks to consult with the pupil’s workplace liaison, observe the pupil at the workplace, and check in with the pupil to ensure the pupil’s health, safety, and welfare, including by addressing any concerns the pupil has raised.

(C) The parent or guardian of the pupil has signed a consent form regarding the pupil’s work placement, attesting that the parent or guardian understands the duties assigned to the pupil and the nature of the workplace environment.

(3) If a pupil participates in services provided by a contractor as part of an independent study program and the pupil is under the immediate supervision and control of the pupil’s parent or guardian during the provision of those services, the local educational agency shall do either of the following:

(A) Verify completion of a valid criminal records summary for all employees of the contractor who interact with the pupil.

(B) Ensure that the parent or guardian of the pupil has signed a consent form before the pupil’s interaction with a person employed by the contractor, attesting that the parent or guardian understands that the person employed by the contractor has not completed a valid criminal records summary as described in Section 44237.

(c) On a case-by-case basis, a local educational agency may require an entity with whom it has a contract to comply with the requirements of this section for employees in addition to those described in subdivision (a). The entity shall prepare and submit those employee’s fingerprints to the Department of Justice, as described in subdivision (a).

(d) (1) The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it pursuant to subdivision (a), (c), or (h) has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department of Justice. Upon implementation of an electronic fingerprinting system with terminals located statewide and managed by the Department of Justice, the Department of Justice shall ascertain the information required pursuant to this section within three working days. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it pursuant to subdivision (a), (c), or (h) has a pending criminal proceeding for a felony as defined in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1, the Department of Justice shall notify the employer designated by the individual of that fact. The notification shall be delivered by telephone or email to the employer.

(2) The Department of Justice, at its discretion, may notify the local educational agencies in instances when the employee is defined as having a pending criminal proceeding described in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1.

(3) The Department of Justice shall forward one copy of the fingerprints to the Federal Bureau of Investigation to verify any record of previous arrests or convictions of the applicant. The Department of Justice shall review the criminal record summary it obtains from the Federal Bureau of Investigation and shall notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses that, if committed in California, would have been punishable as a violent or serious felony. The Department of Justice shall not provide any specific offense information received from the Federal Bureau of Investigation. The Department of Justice shall provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes, as specified in Section 45122.1, but shall not provide any information identifying any offense for which an existing employee was convicted or has an arrest pending final adjudication.

(e) (1) An entity having a contract as described in subdivision (a) or that is required to comply with this section for other employees pursuant to subdivision (c) shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Section 45122.1.

(2) The prohibition in paragraph (1) does not apply to an employee solely on the basis that the employee has been convicted of a felony if the employee has obtained a certificate of rehabilitation and pardon pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.

(3) The prohibition in paragraph (1) does not apply to an employee solely on the basis that the employee has been convicted of a serious felony that is not also a violent felony if that employee can prove to the sentencing court of the offense in question, by clear and convincing evidence, that the employee has been rehabilitated for the purposes of schoolsite employment for at least one year. If the offense in question occurred outside this state, then the person may seek a finding of rehabilitation from the court in the local educational agency in which the employee is a resident.

(f) An entity having a contract as described in subdivision (a) or that is required to comply with this section for other employees pursuant to subdivision (c) shall certify in writing to the local educational agency that neither the employer nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may interact with pupils have been convicted of a felony as defined in Section 45122.1.

(g) Where reasonable access to the statewide electronic fingerprinting network is available, the Department of Justice may mandate electronic submission of the fingerprint cards and other information required by this section.

(h) (1) For purposes of this section, an individual operating as a sole proprietor of an entity that has a contract with a local educational agency, as described in subdivision (a), shall be considered an employee of that entity.

(2) To protect the safety of any pupil that may interact with an employee of an entity that is a sole proprietorship and has a contract as described in subdivision (a) or that is required to comply with this section for other employees pursuant to subdivision (c), a local educational agency shall prepare and submit the employee's fingerprints to the Department of Justice, as described in subdivision (a).

(i) For purposes of this section, "local educational agency" means a school district, county office of education, or charter school.

(Amended by Stats. 2023, Ch. 616, Sec. 1. (SB 531) Effective October 8, 2023.)