

JEFFERSON UNION HIGH SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address (“Contractor”):

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Jefferson Union High School District
Attention: Business Office
123 Edgemont Drive, Bldg A
Daly City, CA 94044

It is agreed between the Jefferson Union School District (“District”), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in Exhibit A, and Attachment 1 – Fingerprint and Criminal Background Check Certification, attached hereto.
2. **Contract Term.** The term of this Agreement shall be for period of _____ from _____, to _____ unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed _____ dollars (\$_____).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers’ Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - Comprehensive General Liability \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
 - Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)
 - Professional Liability \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability to the extent that the claims against the District arise out of the negligence,

recklessness or willful misconduct of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.
9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

Exhibit A

Agreement between the Jefferson Union High School District and _____

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following: (*Description of work to be done.*)

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms: (for example, *Net 30 upon completion of work.*)

3. Acceptance of service shall be authorized by (Name, Title): _____

4. Board Approval Date: _____

5. Fund (full account string): _____

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirement of Education Code section 45125.1 et seq.

With respect to the Agreement between the Jefferson Union High School District ("District") and the individual, company or contractor named ("Contractor") for provision of services.

PLEASE CHECK ALL THAT APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

(Attach and sign additional pages as needed)

~~OR~~

WAIVER JUSTIFICATION:

Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason (s) permitted by Education Code section 45125.1 et seq.

- Contractor and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- Contractor and its employees will have more than LIMITED CONTACT with pupils, but will assure that ONE OR MORE of the following methods are utilized to ensure pupil safety.[EC 45125.2 (a)]
--check all methods to be used:
 - 1) Installation of a physical barrier at the worksite to limit contact with students
 - 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the Contractor by school personnel
- The Services provided by Contractor are for 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." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of the Contractor-provided services.

| | | | |
|------------------------------------|---------------------|--------------|-------------|
| Authorized VENDOR signature | Printed Name | Title | Date |
|------------------------------------|---------------------|--------------|-------------|

Tuberculosis Certification

In accordance with the tuberculosis (“TB”) certification requirements of Education Code section 49406.

With respect to the Agreement between the Jefferson Union High School District (“District”) and the individual, company or contractor named (“Contractor”) for provision of services.

PLEASE CHECK ALL THAT APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- Contractor and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The following employees of Contractor shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406 and have been found free from active TB:

(Attach and sign additional pages as needed)

Contractor shall maintain on file the certificates showing that the individuals have been TB tested.

Authorized VENDOR signature Printed Name Title Date

Compensated Driver Requirements Certification

All drivers hired by Contractor to perform services under this Agreement will:

- Hold a valid California driver’s license for the appropriate class of vehicle;
- Be at least 18 years old;
- Pass the criminal background check required for school employees and contractors;
- Have a satisfactory driving record that includes none of the following:
 - Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code.
 - Within three years, has had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle.
 - Has been determined by the Department of Motor Vehicles to be a negligent or incompetent operator;
- Have not demonstrated irrational behavior that suggests their ability to drive students may be impaired;
- Have not been convicted of any offense listed in paragraph (1) of subdivision (a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.
- Provide Contractor with a DMV driving record;
- Comply with drug and alcohol testing;
- Complete a medical examination not more than two (2) years prior to the driver performing pupil transportation under this Agreement, and every two (2) years thereafter, and provide a copy of the medical examiner’s certificate of clearance to Contractor. Upon reaching the age of 65, the driver will submit a medical certification clearance every year.
- Submit a tuberculosis risk assessment;
- Not drive more than 10 hours in a single work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty;
- Complete vehicle inspection and driver safety training sufficient to gain proficiency in all areas listed in Education Code §39877(a)(12)
- Maintain a daily log sheet and complete a daily pretrip vehicle inspection pursuant to Education Code §39877(a)(13); and
- Complete first-aid training pursuant to Education Code §39877(a)(14).

Contractor hereby certifies to the District’s governing board that:

- It does not have any law violations at the time of applying for the contract;
- It will comply with all applicable laws for the duration of the contract;
- Only drivers who meet the requirements set forth above will perform work under this Agreement between the District and the Contractor; and
- It has all the reports and documents to demonstrate that its drivers meet the requirements and will make those documents available to the District upon request.

List below, or attach, all employee(s) names that have met all requirements under Education Code §§ 39877 and 39878..

(Attach and sign additional pages as needed)

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor’s sole responsibility to maintain, update, and provide the District with current a current employee list, throughout the duration of the Contractor-provided services.

Authorized VENDOR signature Printed Name Title Date