



Agreement #: _____

Murrieta Valley Unified School District PROFESSIONAL SERVICE AGREEMENT FOR ASSEMBLIES, PERFORMANCES, EVENTS AND SPECIAL SERVICES

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 202__ by and between Murrieta Valley Unified School District ("District") and _____ ("Vendor") (together, the "Parties"). District and Vendor may be collectively referred to as the "Parties" throughout this Agreement. For the purposes of this Agreement, Contractor and Vendor are used interchangeably.

RECITALS

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit; and

WHEREAS, the District is in need of those services, and the Vendor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis.

SECTION A: To be Completed by District Site or Department

Contact Information:

School Site/Department: _____ District Contact Name/Ext: _____

Term of Service/Date(s):

[Check ONE applicable option]

This Agreement is for a specific event(s) with the date(s) and time(s) listed below:

Date of Service(s)/Event(s): _____ Time(s): _____

This Agreement for services will be for a certain duration of time, and not a single day event:

This Agreement is effective as of the date of the last signature of the Parties ("Effective Date") and shall terminate on _____, 20____, unless terminated earlier pursuant to early termination provisions of this Agreement. This Agreement shall not be automatically renewed or extended. Agreement can be revised, renewed, or extended by mutual agreement by both Parties by a District Formal Amendment.

Location:

Location of Service(s)/Event(s): _____

Payment: Vendor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and materials to perform all necessary work at the times and places directed by and approved by the District for a total amount not to exceed (\$_____) Dollars for the services described in Section B below, that are satisfactorily rendered to District. Payment shall be made in accordance with Section 5 of this Agreement and on the following basis (e.g., hourly, lump sum, monthly progress payments):

If Services will be performed throughout the fiscal year and/or on an hourly basis and an hourly rate schedule is attached and made a part of this Agreement.

Notwithstanding Vendor's commencement of services, this Agreement shall not be effective or binding against the District unless and until it is approved or ratified by the District's Board of Education.

Funding Source (Select One):

District ASB/USB PTA Booster Other: _____

SECTION B: To be Completed by Vendor

Vendor: _____ Telephone Number: _____

Contact Name: _____ Street Address: _____

Email Address: _____ City, State, Zip Code: _____

Tax Identification or Social Security Number: _____ Business License Number (if applicable): _____

Description of Work/Services: _____

EXHIBIT(S): Please list any exhibits in connection with the services to be provided pursuant to this Agreement (i.e., vendor proposal, quote, description of scope and services, etc.). The following exhibits are attached to this Agreement and incorporated by this reference:

Exhibit Name	Exhibit Date

VENDOR CHECKLIST OF REQUIRED DOCUMENTS

The documents listed below are to be submitted with this signed Agreement:

- W-9 Form (For new vendors)
- Vendor Fingerprint and Criminal Background Check Certification (Reference Section 10) – **THIS FORM IS ONLY REQUIRED IF YOU SELECT OPTION B IN SECTION 10.**
- Insurance Certificate(s) listed below. District shall be named as Certificate Holder in accordance with Section 8 of this Agreement and shall **submit a Certificate of Insurance with this completed Agreement as the District additionally named** with the insurance policies and minimum limits listed in Section 8.
 - o General Liability Insurance
 - o Automobile Liability Insurance
 - o Workers’ Compensation and Employer Liability Insurance

Workers’ Compensation is mandatory unless the Vendor is a sole proprietor. If a Vendor is a sole proprietor and does not carry Workers’ Compensation, please submit a statement stating you are a sole proprietor and will not be providing Workers’ Compensation.

TERMS & CONDITIONS

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** Vendor shall provide all services described in Section B of this Agreement and furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required. The incorporation of any exhibit(s) as part of this Agreement is limited to the scope of work, and Vendor’s terms and conditions are not incorporated or made a part of this Agreement. In the event of any conflicts or inconsistencies between the terms and conditions contained in this Agreement and those in the exhibit(s), the terms and conditions of this Agreement shall control.
2. **Vendor’s Certifications, Representations and Warranties.** Vendor makes the following certifications, representations, and warranties for the benefit of the District, and Vendor acknowledges and agrees that the District, in deciding to engage Vendor pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Vendor’s engagement hereunder:
 - a. Vendor is qualified in all respects to provide to the District all of the services contemplated by this Agreement without the advice, control, or supervision of the District, and, to the extent required by any applicable laws, Vendor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, the services. Vendor will deliver services in accordance with generally accepted principles and practices of Vendor’s profession for services to California school districts.
 - b. Vendor, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers’ compensation and equal protection and non-discrimination laws.
3. **Termination for Convenience:** At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Vendor. Notice of termination shall be deemed given in accordance with the “Notice” provision in this Agreement. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Vendor shall cease all work pursuant to this Agreement. The District and the Vendor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Vendor only for services satisfactorily rendered prior to the effective date of termination.
4. **Termination for Cause:** District may terminate this Agreement by delivering written notice to the Vendor of the District’s intent to terminate this Agreement for cause. Notice of termination shall be deemed given in accordance with the “Notice” provision in this Agreement. The written notice shall set forth in reasonable detail the cause(s) underlying the District’s intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Vendor, including any failure by Vendor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Vendor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Vendor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; or (d) if Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Vendor’s insolvency. This Agreement shall terminate fifteen days after receipt by the Vendor of the written notice, unless Vendor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Vendor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Vendor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Vendor shall be liable for all damages incurred by the District as a result of the Vendor’s breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

5. **Compensation to the Vendor.** The District agrees to compensate Vendor in accordance with the negotiated price between the District and the Vendor not to exceed the total amount indicated in Section A of this Agreement. Vendor will be paid pursuant to the individual purchase order initiated by the District, which is incorporated into this Agreement. District understands that Vendor may submit an individual estimate, invoice, confirmation, letter of intent, or similar documentation that may require the signature of the District, but Vendor specifically understands and agrees that this Agreement is controlling and takes precedence over any Vendor agreement document that may be submitted by Vendor to the District. District's obligation for payment for services hereunder is contingent upon the approval of this Agreement by the District's Board of Education. The Vendor is not authorized to move forward with any services until a fully signed purchase order is delivered to the Vendor. Payment for the services shall be made for all undisputed amounts based upon the work product and/or services delivered to the satisfaction of the District. Payment shall be made after the Vendor submits an invoice to the District for services actually completed. Payment shall be made to the Vendor within thirty (30) days of receipt of Vendor's properly prepared invoice, but no sooner than the conclusion of satisfactory rendered services. A properly prepared invoice must contain the following: a fully supported and detailed invoice which clearly indicates as applicable, the District's purchase order number, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Vendor each month. For services to be performed throughout the fiscal year, Vendor will attach an hourly rate schedule (if applicable) to this Agreement as an exhibit and provide an invoice for services completed referencing the purchase order number and send to Accounts Payable. All payments due under this Agreement shall be paid in U.S. dollars only.
6. **Indemnification.** To the furthest extent permitted by California law, Vendor shall, at its sole expense, indemnify, and hold harmless the District and its Board of Education agents, representatives, officers, contractors, employees, trustees, and volunteers ("District Parties") from any and all demands, losses, liabilities, claims, suits, and actions ("Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Vendor shall, to the furthest extent permitted by California law, defend the District Parties at Vendor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the District Parties where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Vendor shall not exceed the proportionate percentage of the Vendor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District Parties shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.
7. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
8. **Insurance.** Vendor shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement. Policies shall name District and its Board of Education, officers, agents, employees, and volunteers as additional insureds while rendering services under this Agreement.

Vendor shall provide Certificates of Insurance with the District additionally named to submit with this completed Agreement. If the vendor does not carry the insurance policies or required minimum limits listed below, please provide a justification as to why the District personnel requesting the Agreement for District review and consideration.

- General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 per aggregate for bodily injury, personal injury and property damage.
- Automobile Liability. Should Vendor ever operate their owned, non-owned or hired vehicle during the performance of this agreement, Vendor shall obtain and carry automobile liability insurance in the minimum amount of \$1,000,000 per person / \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- Workers' Compensation Insurance. Vendor agrees to procure and maintain in full force and effect Workers' Compensation Insurance as required under California law, covering any employees or agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Vendor participating under this agreement, Vendor agrees to defend and hold harmless the District from such claim. Vendor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation. (If applicable).

9. **Independent Contractor Status.**

Vendor will perform said services in his/her own way and as an independent contractor in the pursuit of his/her independent calling and not as an employee of District. Vendor has the right to control the performance of his/her work and may determine the sequence of tasks to be completed. To confirm its status as an independent contractor under current law, Vendor represents to the District as follows:

[Check ONE applicable option]

Vendor will be providing professional services as set forth above as Services, and (i) maintains a separate business location, (ii) maintains a business license/professional service license or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.

OR

Vendor is providing “business to business” services where Vendor is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates, and similar, and (iii) does not require a California contractor’s license to provide the Services set out in this Agreement.

Vendor understands and agrees that Vendor and all of Vendor’s employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Vendor assumes the full responsibility for the acts and/or omissions of Vendor’s employees or agents as they relate to the services to be provided under this Agreement. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Vendor’s employees.

10. **Pupil Safety and Fingerprinting/Background Clearance.** VENDOR IS **REQUIRED** TO SELECT ONE APPLICABLE OPTION.

Vendor’s responsibility for background clearance or application for a waiver extends to all of Vendor’s employees, subcontractors or suppliers, and employees of subcontractors or suppliers, agents, and volunteers (“Personnel”) regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

[Check ONE applicable option]

OPTION A: Vendor and its Personnel who may interact with District pupils not under the immediate supervision and control of a pupil’s parent or guardian or District employee, shall comply with the requirements of California Education Code sections 45125.1, including, but not limited to, submitting fingerprints to and obtaining clearance from the Department of Justice and the Federal Bureau of Investigation. By selecting Option A and signing this Agreement, **Vendor is certifying** to the District that neither Vendor nor any of its Personnel who will be delivering the services to District pupils have been convicted of a violent or serious felony as defined in California Education Code section 45122.1, unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria pursuant to California Education Code section 45125.1(e)(2) or (3).

District retains authority to remove Vendor or its Personnel from a District site upon the determination that he/she has not complied with fingerprinting and background check requirement or has been convicted of a violent or serious felony, as defined in California Education Code sections 45122.1. Vendor must notify District immediately if any Vendor Personnel who is/are working on a District site has left the employment of Vendor. Vendor must give District three (3) days advance notice if it intends to substitute any Personnel on a District site. Vendor must notify the District immediately if Vendor learns that any Vendor Personnel working on a District site has been convicted of a serious or violent felony as defined in California Education Code section 45122.1. Failure to provide notice as required above may result in cancellation of this Agreement by the District and further legal action by the District where applicable.

OPTION B: BY SELECTING THIS OPTION, YOU MUST COMPLETE THE FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION FORM.

Vendor qualifies for a **waiver** of the Department of Justice fingerprint and criminal background investigation because Vendor and/or its Personnel will, at all times, interact with District pupils only under the immediate supervision and control of a pupil’s parent or guardian or District employee, Vendor and/or its Personnel are providing a Work Experience Program or Independent Study Program and meet the requirements set forth in Education Code Section 45125.1(b)(2)-(3), or for other reason(s) permitted by the Education Code Section 45125.2. If Vendor qualifies for a waiver, Vendor **shall complete the “Fingerprint and Criminal Background Check Certification” form and attach it to this Agreement, which form, subject to final approval by District, shall be incorporated by this reference.**

OPTION C: Check if exemptions available in **OPTION B** are not applicable and Vendor is a sole proprietor. In accordance with Education Code section 45125.1(h), Contractor hereby agrees to District’s preparation and submission of fingerprints to the California Department of Justice to meet the background check requirements of Education Code section 45125.1.

11. **Conduct.** Vendor and their subcontractors, if any, are expected to conduct themselves in a professional and ethical manner while on District property and while in communication with District personnel, volunteers, parents/guardians, etc. Offensive, disruptive, or inappropriate conduct will not be tolerated and at District's sole discretion, Vendor may be asked to leave District property. The District also reserves the right to remove or ban any person or business from District sites for any offensive, disruptive, or inappropriate conduct as determined by the District.
12. **Confidentiality.** Vendor and all its employees and subcontractors, if any, shall maintain the confidentiality of all information received in the course of performing the services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws

concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Noise, Drugs, Tobacco, and Alcohol.** Vendor shall take all steps necessary to ensure that its employees or any of its subcontractors do not use, consume, or work under the influence of any alcohol, tobacco, cannabis or illegal drugs while on District property. Vendor shall further prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on District property. Likewise, Vendor shall prevent its employees or subcontractors' employees from bringing any animal onto District property, except for qualified service animals. Vendor shall not violate any applicable District policies.
14. **Activity Waivers.** In the event Vendor is providing services to the District for purposes of entertainment, recreational or amusement activities for schools or child care activities, then the District may require the Vendor, at any time, to obtain waivers from each participant in the activity that releases the District from all liability for injuries, losses or damages arising out of this Agreement
15. **Force Majeure.** Notwithstanding anything to the contrary contained herein, Parties shall not be liable for any delays or failures in performance of the Agreement resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, pandemic, endemic, or civil unrest. A party claiming a delay or failure in performance resulting from a force majeure event shall immediately notice the other party in writing, which notice will include the commencement date of such event and the description thereof.
16. **Disputes.** In the event of a dispute between the Parties as to performance of the services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Vendor agrees it will neither rescind the Agreement nor stop the performance of its services but will allow a determination by a court of the State of California, in Riverside County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Subrogation.** Vendor agrees to waive any right of subrogation held by Vendor's insurer(s) against District and its Board of Education, officers, agents, employees, volunteers, and representatives except for those liabilities, claims, demands, costs, losses, damages, or expenses arising out of or resulting from, in whole or in part, the negligent wrongful, or willful acts or omissions of District, its Board of Education, officers, agents, employees, volunteers, and/or representatives. Vendor fully agrees to take all steps required to fully implement this waiver of subrogation.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore, Vendor 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 and District policy as applicable. In addition, Vendor agrees to require like compliance by all of its subcontractor(s).
20. **Images.** Vendor is prohibited from capturing any visual medium, images of any property, logo, student, parent, visitor, or employee of District, or any image that represents District without express written consent from the Superintendent of the District.
21. **California Law; Attorneys' Fees.** This Agreement shall be governed by the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in County of Riverside. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
22. **Authority; Entire Agreement of Parties; Amendments.** Each party signing this Agreement warrants to the other that he/she has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

ACKNOWLEDGEMENT AND AGREEMENT

The Parties hereto have executed this Agreement on the dates indicated below:

Vendor Name	Print Name & Title of Authorized Signer	Signature	Date
-------------	---	-----------	------

DISTRICT: Murrieta Valley Unified School District

Site/Department Name	Print Name & Title	Signature	Date
----------------------	--------------------	-----------	------

Purchasing Coordinator:

Print Name	Signature	Date
------------	-----------	------

Board Designee:

Print Name & Title	Signature	Date
--------------------	-----------	------

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

ONLY REQUIRED TO BE COMPLETED IF *OPTION B* IS SELECTED IN SECTION 10 OF THE PROFESSIONAL SERVICE AGREEMENT

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Professional Services Agreement (“Agreement”) between the Murrieta Valley Unified School District (“District”) and _____ (“Contracting Party”):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party’s personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) (“Contracting Party’s Personnel”) and the arrangements must be verified by an authorized representative of District prior to commencement of the Agreement.

- Requirements do not Apply. Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party’s Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

Justification:

Name of District Administrator (print): _____

Signature of District personnel: _____

- Contract is Exempt. Contracting Party/Contracting Party’s Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

___ Employee Supervision. Contracting Party/Contracting Party’s Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

Name of District personnel (print): _____

Signature of District personnel: _____

___ Vendor Supervision. Continual supervision and monitoring of all Personnel of Vendor by an employee of Vendor who has not been convicted of serious or violent felony as ascertained by the Department of Justice.

Designated Vendor employee name (print): _____

Signature of designated Vendor employee: _____

___ Work Experience Program. Contracting Party/Contracting Party’s Personnel are offering qualifying work experience opportunities for pupils, or workplace placements as part of a pupil’s Individualized Education Program (IEP), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during pupil’s work hours has a valid criminal records summary; (b) a District staff member will make at least one visitation every three weeks to consult, observe and check in to ensure pupil health, safety and welfare; and (c) the pupil’s parent has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).]

___ Contracting Party/Contracting Party’s Personnel are offering qualifying work experience opportunities for pupils, or workplace placements as part of a pupil’s Individualized Education Program (IEP), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during pupil’s work hours has a valid criminal records summary; (b) a District staff member will make at least one visitation every

three weeks to consult, observe and check in to ensure pupil health, safety and welfare; and (c) the pupil's parent has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).]

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement.

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____