

**STOCKTON UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES:  
SERVICES**

This Independent Contractor Agreement for Professional Services (“Agreement”) is hereby entered into between Stockton Unified School District, hereinafter referred to as “District,” and,

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code Tax ID No.

hereinafter referred to as “Contractor.” District and Contractor may be individually referred to herein as a “Party,” or collectively referred to herein as the “Parties.”

Instructions: (Check one box below)

- [Expert] WHEREAS**, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;
- [Competitive Bid] WHEREAS**, District is authorized by Section 20111 of the California Public Contract Code 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 [which is \$95,200 in 2020];
- [Piggyback] WHEREAS**, District is authorized by Section 17595 of the California Education Code and Section 20118 of the California Public Contract Code to contract with and employ any persons for the furnishing of labor or installation services in connection with a piggyback contract for the purchase of materials, equipment, or supplies, so long as such labor or installation services are incidental to the amount of the piggyback contract;
- [JPA] WHEREAS**, District is authorized by Section 6500 et seq. of the Government Code to join Joint Power Agencies (“JPA”) and purchase goods and materials using the JPA's procurement processes; and

**WHEREAS**, District is in need of such services and advice; and

**WHEREAS**, Contractor is specially trained, licensed, experienced, and competent to perform the services required by the District, and such services are needed on a limited basis; and

**WHEREAS**, Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to the District’s satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. Contractor shall provide the following services ("Services"):

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For additional explanation of Services, attach Exhibit A, which shall be incorporated in full herein by this reference.

2. **Term.** Contractor shall commence providing Services under this Agreement on \_\_\_\_\_, and will diligently perform as required and complete performance by \_\_\_\_\_ ("Term").
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the scope of Services set forth herein and in Exhibit A, as applicable, and the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- \_\_\_\_\_ Signed Agreement
- \_\_\_\_\_ Fingerprinting/Criminal Background Investigation Certification
- \_\_\_\_\_ Workers' Compensation Certificate
- \_\_\_\_\_ Insurance Certificates and Endorsements
- \_\_\_\_\_ W-9 Form

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). District shall pay Contractor according to the following terms and conditions:  
Net 30,

For additional explanations of reimbursement terms, attach Exhibit B, which shall be incorporated in full herein by this reference.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows:

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For additional explanation of expense reimbursement terms, attach Exhibit C, which shall be incorporated in full herein by this reference.

6. **Precedence of Agreement Over Exhibits.** Should there be any ambiguity or inconsistency between any Exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.

7. **Standard of Performance.**

- a. Contractor shall, in a good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the Services required of Contractor by this Agreement.
- b. Contractor hereby represents that Contractor has the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, financial resources, and ability to perform the Services in an efficient, timely, and professional manner, without the advice, control, or supervision of the District, in accordance with the terms and conditions of this Agreement. Contractor's Services shall be performed,

findings obtained, and reports and recommendations prepared, as applicable, in accordance with generally and currently accepted principles and practices of its profession for services to California public school districts. Contractor's Services shall be performed with due care and in accordance with applicable laws, rules, regulations, and ordinances. Contractor recognizes that Contractor may be asked to coordinate Contractor's activities with the District and may be under the District's observation.

- c. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
  - d. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to the Services to be provided under this Agreement.
8. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible for ascertaining from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided officers, employees, or agents of the District and/or to which District's officers, employees, or agents are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement.
10. **Taxes.** Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance social security, and income taxes with respect to Contractor's employees. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
11. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

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Contractor's Services shall be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

12. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions ("Intellectual Property") prepared for, written for, submitted to the 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 sources, except that submitted to Contractor by District as a basis for such Services. Contractor agrees, at its sole expense and to the furthest extent permitted by California law, to defend, indemnify and hold harmless the District, its officers, agents, representatives, consultants, and employees, against any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorneys' fees, based upon a claim that any Intellectual Property infringes upon or violates any Intellectual Property right of any third party, including claims of willful infringement.
- a. **Pre-Existing Proprietary Materials.** Contractor's pre-existing proprietary materials utilized to provide or facilitate the scope of Services to the District shall remain the intellectual property of the Contractor.

- b. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of the District and cannot be used without District's express written permission. District shall have all rights, 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 the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**13. Confidentiality and Use of Information.**

- a. Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- b. Contractor shall advise District of any and all materials used, or recommended for use, by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or material developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless District against any action or claim brought by the copyright holder.

**14. Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of, all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. Contractor shall retain all data, records, investigation reports, and other matters relating to this Agreement during the Term of this Agreement and for five (5) years thereafter. Contractor shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors. The District's audit right shall include the right to inspect, photocopy, and to retain copies, outside of the Contractor's premises, of any data, records, investigation, reports, and materials related to the Services, with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's audit right shall also include the right to interview current or former employees and subcontractors of Contractor with respect to matters or issues under audit.

- a. Contractor acknowledges and agrees that the foregoing provisions shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code Section 6250 et seq. ("CPRA"), unless otherwise exempt. Such records may include, but are not limited to, records or documents in the District's constructive possession but under Contractor's control regardless if created, sent, received, stored, or maintained in a personal account or device of Contractor or its employees. Contractor agrees to provide District with an affidavit within five (5) days of District's request therefor, that certifies Contractor's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

**15. Termination.**

- a. 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 Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five (5) days after the District mails the notice to the address of the Contractor specified in Section 28, whichever occurs first. 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 termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of

termination for convenience, the District will be required to compensate the Contractor only for Services satisfactorily rendered prior to the effective date of termination.

- b. **Termination for Cause:** At any time that it believes it has sufficient cause, the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five (5) days after the District mails the notice to the address of the Contractor specified in Section 28, whichever occurs first. 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 Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; or (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen (15) days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor 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 Contractor 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 Contractor shall be liable for all damages incurred by the District as a result of the Contractor'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.
- c. Upon termination and prior to final payment, Contractor shall provide the District with all documents produced, maintained, or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

16. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, defend and hold harmless the District and its officers, agents, representatives, consultants, and employees from and against every claim, demand, action, damage, loss, cost, expense and other liability of any nature whatsoever arising, in connection with or as a consequence of the performance of this Agreement, from (i) the injury (including death) of any person and/or the damage, loss or theft of any property attributable in whole or in part to acts or omissions of the Contractor or any contractor, consultant, employee or agent of the Contractor (each a "Contractor Agent"); (ii) the failure of the Contractor or any Contractor Agent to reasonably perform the obligations of the Contractor pursuant to this Agreement; and (iii) the furnishing or use by the Contractor or any Contractor Agent of any copyrighted or un-copyrighted material or patented or unpatented invention or item. Notwithstanding the foregoing, the Contractor shall not be liable pursuant to this Section to the extent liability results from the sole negligence or willful misconduct of the District or its officers, agents, representatives, consultants, or employees.

17. **Insurance.** Contractor shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A-VII and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality.

- a. **Professional Liability Insurance:** Contractor shall maintain in full force and effect during the entire Term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in aggregate to cover all Services rendered by Contractor pursuant to this Agreement.

- i. If coverage is on Claims Made basis, Contractor promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.
    - ii. Failure of Contractor, of any of its subcontractors, to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
  - b. Commercial General Liability (CGL): Contractor shall maintain in full force and effect, for the period covered by this Agreement, insurance including the following coverages:
    - i. Commercial General Liability covering the following
      1. Personal Injury and Bodily Injury, including death resulting therefrom.
      2. Property Damage.
      3. Advertising Injury.
      4. Medial Payments.
    - ii. The following endorsements must be provided in the CGL policy:
      1. If the insurance policy covers an “accident” basis, it must be changed to “occurrence”.
      2. The policy must cover personal injury as well as bodily injury.
      3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
      4. Broad Form Property Damage Liability must be afforded.
      5. Products and Completed Operations coverage must be provided.
      6. The Stockton Unified School District, its officers, agents, representatives, consultants, and employees shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the District, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require Contractor’s insurance to indemnify District in contravention of California Insurance Code Section 11580.04.
  - c. Automobile Coverage: Which shall include owned, non-owned and hired vehicles.  
The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the amount of \$1,000,000 single limit, \$2,000,000 aggregate.
  - d. Workers’ Compensation Insurance: In accordance with the provisions of California Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers’ Compensation or to undertake self-insurance. Contractor agrees to comply with such provisions before commencing the performance of the work of this Agreement.
    - i. The Stockton Unified School District, its officers, agents, representatives, consultants, and employees shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the District, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require Contractor’s insurance to indemnify District in contravention of California Insurance Code Section 11580.04.
  - e. Employer’s Liability Insurance: Contractor shall maintain Employer’s Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
  - f. The following requirements apply to all insurance to be provided by Contractor:
    - i. A certificate of insurance shall be furnished to District prior to commencement of work. Upon request by the District, Contractor shall provide a certified copy of any insurance policy to the District within ten (10) working days.
    - ii. Certificates and policies shall state that the policies are not to be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to District.

- iii. Approval of the insurance shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's Services or operations pursuant to this Agreement.
  - iv. Contractor shall report to District any injury, loss, or damage incurred by Contractor or its subcontractors.
  - v. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this Section, in amounts that are appropriate with respect to that subcontractor's part of the Services, and which shall in no event be less than \$1,000,000 per occurrence.
18. **Fingerprinting Requirements.** Contractor agrees to provide the District with written certification that Contractor has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Contractor's employees who may have contact with District students in the course of providing said Services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
19. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
20. **Compliance with Applicable Laws.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. Contractor shall give all notices required by any law, rule, regulation, and ordinance bearing on the conduct of the Services. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, rules, regulations, or ordinances, Contractor shall notify the District in writing and, at the sole option of the 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 the District. If Contractor performs any Services that are in violation of any laws, rules, regulations, or ordinances, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
21. **Acknowledgment and Agreement to Comply with District Policies.** Contractor hereby acknowledges that it has reviewed and agrees to comply with District policies including, but not limited to, the following:
- a. Tobacco-Free Schools
  - b. Drug and Alcohol Free Schools
  - c. Hazardous Substances
  - d. Criminal Background Checks for Contractors
22. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force during the entire Term of this Agreement such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
23. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner that is permissible under law. The District's evaluation may include, without limitation:
- a. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performances.
  - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

- 24. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 25. **Entire Agreement/Amendment.** This Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, any may be amended only by a written amendment executed by both Parties to the Agreement.
- 26. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, medical condition, marital status, sexual orientation, gender or age and therefore the Contractor agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act beginning with California Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 27. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 28. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to Party hereunder shall be addressed to:

For District: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 29. **Notice.** All notices or demands to be given under this Agreement by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the Parties are set forth above.
- 30. **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.
- 31. **Governing Law.** The terms and conditions of this Agreement, and the rights, duties, and obligations of the Parties pursuant to this Agreement, shall be governed by the laws of the State of California with venue in San Joaquin County, California.
- 32. **Disputes.** In the event of a dispute between the Parties as to the performance of Services, Agreement interpretation, or payment, the Parties shall diligently attempt to resolve in good faith 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 Services.
- 33. **Warranty of Authority.** Each of the Parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.



34. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable federal, state, and District policies, regulations, statutes, or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of its knowledge that there exists no actual or potential conflict of interest between Contractor and the Services to be provided under this Agreement. In the event of change in either interest or Services under this Agreement, any question regarding potential conflict of interest that may arise as a result of such change shall be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of California Government Code Sections 1090 et seq. and 87100 et seq., and certifies that it does not know of any facts that constitute a violation of said provisions. In the event that Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees that it shall immediately notify the District of such information in writing.
35. **Force Majeure.** Neither Party shall be considered to be in default for failure to perform any material obligation hereunder during the time and to the extent that such performance is prevented by causes beyond the reasonable control of that Party including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties (collectively, "Force Majeure Events"). Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of commercial reasonable efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure Event shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure Event, the Party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of such Party.
36. **Counterparts.** This Agreement may be executed by the Parties hereto in any number of counterparts (and by each of the Parties hereto on separate counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
37. **Board of Education Approval.** This Agreement is subject to approval by the Board of Education of the Stockton Unified School District, and does not become effective until and unless such approval is obtained.

***[Remainder of Page Intentionally Left Blank.]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Stockton Unified School District**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security Number or Tax Payer I.D. No.

\_\_\_\_\_  
(Area Code) Telephone Number

**Information Regarding Contractor:**

Contractor: \_\_\_\_\_

Employer Identification and/or Social Security Number

License No.: \_\_\_\_\_

NOTE: Code of Federal Regulations Sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business Entity:

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Limited Partnership
- \_\_\_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other: \_\_\_\_\_

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services (“Agreement”):

- Contractor’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of California Education Code Section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c).)

Date: \_\_\_\_\_

District Representative’s Name and Title: \_\_\_\_\_

District Representative’s Signature: \_\_\_\_\_

- The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”* Contractor must complete CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 on page 13.

- Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code Section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Contractor’s on-site employees by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative’s Name and Title: \_\_\_\_\_

District Representative’s Signature: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** Contractor hereby attests that it has verified and will continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are not listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**[MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Contractor 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 Contractor.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**

Contractor to complete the following certifying compliance of requirements of Education Code Section 45125.1 for all employees listed. Contractor to attach additional pages, as needed.

- 1. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 2. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 3. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 4. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 5. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 6. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 7. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 8. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 9. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 10. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 11. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 12. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 13. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 14. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_
- 15. Employee's Name: \_\_\_\_\_ Employee's Social Security Number: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

809-5/4802260.1