

**STOCKTON UNIFIED SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**

**ACADEMIC, EXTRACURRICULAR, AND EMOTIONAL  
SUPPORT SERVICES FOR STUDENTS IN NEED**

**RFP # 25.991**

**ISSUED: May 16, 2025**

<p style="text-align: center;"><b>REQUEST FOR PROPOSALS</b> <b>ACADEMIC, EXTRACURRICULAR, AND EMOTIONAL SUPPORT SERVICES FOR</b> <b>STUDENTS IN NEED</b> <b>RFP # 25.991</b></p>
--

**NOTICE OF REQUEST FOR PROPOSALS**

The Stockton Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to submit proposals to provide academic, extracurricular, and emotional support services for students in need.

Respondents to this Request for Proposals ("RFP") shall submit one (1) electronic copy of their proposal (PDF file format) with the subject "RFP No. 25.991 - [*Respondent's Name*]" to:

**Tony Lopez, Purchasing Manager**  
**tonylopez@stocktonusd.net**

**All Proposals are due by 2:00 pm, on Friday, June 10, 2025.** Proposals received after this date and time will not be accepted and will be returned, unopened. Proposals submitted by hardcopy or facsimile will not be accepted. Each proposal must conform and be responsive to the requirements set forth in this RFP. The Parties can submit a proposal for all or part of the areas of focus.

Each proposal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in received proposals. Further, the District reserves the right to reject any and all proposals and to negotiate contract terms with one or more respondents for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified. **RESPONDENT IS RESPONSIBLE FOR READING THE RFP IN ITS ENTIRETY.** No proposal shall be withdrawn for a period of sixty (60) days after submittal to the District.

Questions regarding this RFP must be submitted in writing to **Tony Lopez, Purchasing Manager**, at **tonylopez@stocktonusd.net** by **2:00 pm on Friday, May 30, 2025**. The District's response to questions received by this date will be posted on the District website **<https://www.stocktonusd.net/Domain/155>** by **5:00 pm on Tuesday, June 03, 2025**.

**REQUEST FOR PROPOSALS  
ACADEMIC, EXTRACURRICULAR, AND EMOTIONAL SUPPORT SERVICES FOR  
STUDENTS IN NEED  
RFP # 25.991**

**I. RFP SCHEDULE**

The District reserves the right to change the dates on the schedule without prior notice.

<b>DATE</b>	<b>EVENT</b>
<b>Friday, May 16, 2025</b>	RFP Issued
<b>Friday, May 30, 2025 by 2:00 pm</b>	Deadline to submit written questions
<b>Tuesday, June 3, 2025 by 5:00 pm</b>	District responses to questions posted on website
<b>Tuesday, June 10, 2025 by 2:00 pm</b>	Deadline for proposal submission
<b>Week of June 16, 2025</b>	Interviews, if any
<b>TBD</b>	Contract Award by the Board of Education

**II. INTRODUCTION**

The Stockton Unified School District ("District") is a public TK-12 school district located in Stockton, in San Joaquin County, California, enrolling more than 34,000 students at its 55 schools as the fifteenth largest school district in the State. The mission of the District is to graduate every student college, career, and community ready, and in doing so, lift all youth out of circumstances of poverty and scarcity.

This Request for Proposals ("RFP") describes academic, extracurricular, and emotional support services for students in need sought by the District and sets forth the RFP process and requirements. The District hopes to provide improved learning conditions and experiences through time, attention, and resources that disrupt and remove instructional, institutional, and cultural barriers for students needing extra assistance, so they may thrive through academic success, sense of belonging, and culturally relevant education. The District further hopes to address the need for a Culturally Responsive Curriculum, engaging in culturally relevant classroom instruction, effective classroom management strategies, anti-bias and equity training, and transformational professional development for school site personnel. The District also aims to address the academic and social-emotional needs of students.

The District has the following goals for this RFP:

School Experience and Support

- Every student has an advocate
- Increase access to mental and social-emotional health resources and services
- Increase favorable school experience survey responses through Panorama
- Access to culturally responsive curriculum and pedagogy
- Decrease discipline rates (arrests, suspensions, referrals)

#### Academic Achievement

- Graduation rate increase
- Attendance and chronic absenteeism rate decrease
- Increase enrollment in: Advanced Placement, honors courses, Dual Enrollment, IB, AVID
- Increase proficiency in Math and ELA/English
- Increase achievement on State Standardized Assessments
- Increase number of students on track in A-G requirements
- Increase number of students at or above benchmark in literacy skills
- Decrease 1st time referrals for special education services

#### Engagement

- Increase levels of parent and family engagement
- Increase participation in extracurricular activities at school
- Increase presence of community organizations on campus

### **III. SCOPE OF SERVICES**

Any respondent to this RFP must be capable of providing academic, extracurricular, and emotional support services for students in need that meet the District's requirements ("Services") set forth in this RFP and the District's form of Independent Contractor Agreement ("Agreement") attached to this RFP as **Attachment "1"**. The Services are further described in **Exhibit "A" of the Agreement** and may be modified based on the selected proposal. Respondent is responsible for reading this RFP and the Agreement in its entirety.

If a contract is awarded pursuant to this RFP, the term of the agreement will be for an initial one (1) year, beginning on or around July 1, 2025, and may be renewed upon the mutual agreement of the parties for four (4) additional one (1) year terms. In no event shall any awarded contract exceed five (5) years.

### **IV. RFP TERMS AND CONDITIONS**

#### **A. ACCEPTANCE AND REJECTION OF PROPOSALS**

The District retains the sole discretion to determine issues of compliance and whether a proposal is responsive, responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all proposals or to cancel this RFP.

#### **B. LIMITATIONS**

This RFP does not obligate the District to award a contract or accept or contract for the Services described in this RFP. The District makes no representation that participation in the RFP process will lead to an award of a contract or any other consideration, whatsoever. The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any respondent for the Services described herein. If the respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

The District shall in no event be responsible for the cost of preparing or submitting a response to this RFP, including any supporting materials or participation in interviews. Proposals, and any other supporting materials provided to the District in response to this RFP, will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents will be deemed insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, submissions shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all submissions. Furthermore, the District shall have no liability to the respondent or other party as a result of any public disclosure of any proposal.

### **C. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE") Small Local Business Enterprises ("SLBE") and Small Emerging Local Business Enterprises ("SELBE") shall be afforded full opportunity to submit Proposals in response to this RFP. No respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

### **D. RESTRICTIONS ON LOBBYING AND CONTACTS**

For the period beginning on the date this RFP is issued and ending on the date a contract is awarded, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Governing Board ("Board"), selection committee members, or any member of the Citizens' Oversight Committee (if applicable), or with any employee of the District except for the individual designated to receive written clarifications and questions as described in this RFP. Any such prohibited contact shall be grounds for the disqualification of the respondent.

### **E. INVESTIGATIONS AND CLARIFICATIONS**

The District reserves the right to investigate and rely upon information from any other available sources in addition to and beyond any documents or information submitted in response to this RFP. The District reserves the right to request, at its sole discretion, that one or more of the respondents provide clarifications or supply additional material deemed necessary to assist in the evaluation of proposals, and to modify or alter any of the requirements herein.

## **V. PROPOSAL REQUIREMENTS**

Proposals must conform and be responsive to the requirements set forth in this RFP.

### **A. SUBMISSION AND FORMAT**

All Proposals are due by **June 10, 2025 by 2:00 pm**. Proposals and any other submittals shall be submitted as a single PDF file and emailed with the subject "RFP No. 25.991 -

[Respondent's Name]" to **Tony Lopez, Purchasing Manager** at **tonylopez@stocktonusd.net**. Proposals received after this date and time will not be accepted and will be returned, unopened. Hardcopy or facsimile proposals will not be accepted.

## **B. PROPOSAL CONTENT**

Please organize the proposal into sections, and in the order, as described below. Ensure that each section contains the information requested. The content of each section should specifically focus on demonstrating qualifications for the Services sought by this RFP and the project (if applicable).

### **1. COVER LETTER/INTRODUCTION**

A letter of introduction signed by an authorized officer of the respondent. If the respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall include:

- Respondent's legal name and fictitious name (if applicable).
- Address, include branch office, and point of contact.
- Telephone number.
- Fax number.
- Email address.
- Identification of key team members.
- Identification of the individual(s) authorized to speak for respondent during the evaluation process.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- One of the following statements as applicable:

"[RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement ("Agreement") attached to the RFP. [RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to these provisions, or to the use of the Agreement."

OR

"[RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement ("Agreement") attached to the RFP. [RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has

objections to the use of this Agreement, listed in detail in the Appendix to this Proposal.”

**Any objections and proposed changes to the Agreement may be the subject of inquiry during the evaluation process and may be considered waived if not raised in the respondent’s proposal.**

- Certification that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Statement that respondent acknowledges and confirms that it will be willing and able to perform all of the Services described in this RFP.

## **2. PROPOSED PROJECT TEAM AND EXPERIENCE**

- Include an organizational chart. The chart must identify all proposed members and their roles.
- Describe the proposed team to deliver Services, including lead professional responsible and key personnel and any subconsultants or subcontractors. Provide resumes for up to six (6) key personnel and subconsultants or subcontractors and explain how each will contribute to delivering the Services and meeting the District’s needs.
- Demonstrate how the proposed team will communicate, collaborate, and work together and with the District.
- Summarize respondent’s experience as relevant to the Services sought. Emphasize similar services performed for other public school districts.
- The District expects that the key members of the proposed team will deliver the Services through the proposed term of an awarded contract. If a key member must leave, the District reserves the right to approve that team member’s replacement.

## **3. SERVICES OFFERED/APPROACH AND METHOD**

Please describe the respondent’s proposed Services and respondent’s approach and methods in delivering the Services while meeting the District’s requirements and needs. This may also include aspects such as customer service, safety, and any unique offerings or benefits that will be available to District if selected.

## **4. RELEVANT EXPERIENCE AND REFERENCES**

Provide a list of respondent’s experience in delivering services similar to the services requested in this RFP to California public school districts or other relevant public entities within the past ten (10) years. References may be contacted to attest to the respondent’s ability to perform the Services. Include the following information:

- Client name and location;
- Contact Name, title, phone number, and email address;

- Description of services performed;
- Start and completion date.

## **5. FEE PROPOSAL**

Include a proposed itemized budget and budget narrative. The following elements must be included in the Fee Proposal:

- Include current hourly fee schedule for each proposed team member, any support staff, and proposed subconsultants or subcontractors.
- Provide schedule of any proposed reimbursable expenses by category (e.g., travel, printing, postage, etc.).
- Provide hourly billing rates by position for any additional services beyond those requested in this RFP.

## **6. LITIGATION AND CLAIMS HISTORY**

Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.

Provide a comprehensive five (5) year summary of any claims (whether or not pursued through litigation) in which your firm has been involved. Provide details as to the parties involved, the scope and nature of the claim, the status of the claim, and the outcome of the claim, if any.

A proposal failing to provide this requested information on claims, lawsuits, and/or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

## **VII. EVALUATION OF PROPOSALS**

The District will evaluate all proposals that meet the deadline for submission and are responsive to the requirements set forth in this RFP. Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified. During the evaluation period, the District will identify the respondent(s) that can provide the greatest overall benefit to the District.

In determining the responsibility of a respondent, the following criteria will be considered:

- The qualifications, ability and capacity of the respondent to perform the required Services;
- Whether the respondent can perform the Services promptly, without delay or interference;



- The character, integrity, reliability, reputation, judgment, experience and efficiency of the respondent;
- The quality of performance under previous agreements or for similar services;
- The previous and existing compliance by the respondent with laws relating to the proposed Agreement and the program, including any required licenses;
- The affirmation of the respondent to enter into the District's proposed Agreement with no objection.

Proposals will first be evaluated by District staff to confirm that the proposals are complete and respondents are eligible to provide the Services requested. Proposals which are deemed responsive and eligible for evaluation will be forwarded to the District's selection committee, which will evaluate the proposals based on the criteria listed below:

<b>Evaluation Criteria</b>	<b>Scoring Weight</b>
Experience and Qualifications	35%
Services Offered/Approach and Method	25%
Proposed Budget and Not to Exceed Fee	25%
References	15%
<b>TOTAL</b>	<b>100%</b>

#### **A. INTERVIEWS**

The District may invite any respondents to meet with District staff within the District's discretion. Key members of respondent's proposed team will be expected to attend the interview. The interview will be an opportunity for the District to review the proposal, qualifications, and any other matters the District deems relevant to its evaluation. Any comments or objections to the District's form of Agreement may be the subject of inquiry at the interview.

#### **B. AWARD OF CONTRACT**

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any respondent for the Services described herein. If the respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

**Thank you for your interest!**

**ATTACHMENT "1"**

**Proposed Agreement Behind This Sheet.**

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR  
ACADEMIC, EXTRACURRICULAR, AND EMOTIONAL SUPPORT SERVICES FOR  
STUDENTS IN NEED**

This Independent Contractor Agreement for Academic, Extracurricular, And Emotional Support Services For Students In Need ("Agreement") is made as of \_\_\_\_\_, 2024 between the **Stockton Unified School District** ("District") and \_\_\_\_\_ ("Contractor") (together, the "Parties").

WHEREAS, on October 18, 2024, the District issued a Request for Proposals for Academic, Extracurricular, and Emotional Support Services for Students in Need ("RFP"), and following District's evaluation of Contractor's proposal that was timely submitted in response to the RFP, District awarded this Agreement to Contractor pursuant to the RFP and Contractor's proposal;

WHEREAS, the District is in need of the non-construction services described herein on a limited basis; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall provide to the District academic, extracurricular, and emotional support services for students in need, as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services") at the following school site(s) (collectively the "School Sites," and each a "School Site"):

*[List School Site Name(s) and Address(es) OR Attach List of Sites]*

- 2. Term.** Subject to execution of this Agreement by the Parties and approval or ratification by the District's Board of Education ("Board"), Contractor shall provide the Services under this Agreement, commencing on \_\_\_\_\_, 202\_, through \_\_\_\_\_, 202\_ ("Term"), unless this Agreement is earlier terminated. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved by the Board, any Services so performed may be considered as having been done at the Contractor's risk, as a volunteer, unless this Agreement is so approved or ratified.

**2.1 Renewals.** The Parties may mutually agree in writing, and subject to approval of the District's Board, to renew this Agreement, for four (4) additional one (1) year periods, provided that the Term and all renewals shall not collectively exceed five (5) years.

- 3. Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Fingerprint/Criminal Background Check Certification
<u>  X  </u>	Tuberculosis Clearance
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

- 4. Compensation.** As further set forth in **Exhibit "A,"** District compensation to the Contractor shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.
- 5. Equipment and Materials.** Contractor shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or by the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.
- 6. Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that Contractor and Contractor'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 or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
- 6. 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.
- 7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 8. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and

currently accepted principles and practices of Contractor's profession for services to California school districts.

## **9. Safety and Security.**

- 9.1** Contractor is responsible for maintaining safety in its performance of the Services under this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.2** District has implemented a workplace violence prevention plan pursuant to Labor Code section 6401.9, a copy of which District will provide to Contractor upon request. In accordance with Labor Code section 6401.9(c)(2)(C), while present at a District site, Contractor and Contractor's employees shall comply with the safety emergency response protocols as set forth in District's workplace violence prevention plan and shall defer to District's and law enforcement's directives during an emergency. Contractor or Contractor's employees shall immediately report to District any workplace violence hazard or emergency that may be discovered while Contractor's employees are delivering Services at a District site. Contractor's employees shall participate in any emergency drills that may occur while Contractor's employees are providing Services at a District site.
- 9.3** Pursuant to Labor Code sections 6401.9(c)(2)(C) and (e)(2), if Contractor's employees will be providing Services at a District site on a routine and regular basis, District may require that Contractor's employees attend a basic safety orientation, initially upon commencement of the Services and annually thereafter if applicable, based on District's workplace violence prevention plan for the District site where Contractor's employees will be routinely and regularly working. The orientation may include informing Contractor's employees of District's workplace violence prevention plan and where a written copy is readily accessible, the specific workplace violence hazards and corrective measures for that specific work location, how to seek assistance to prevent or respond to violence and strategies to avoid physical harm at that work location, and how to report workplace violence hazards specific to the work location, in addition to providing opportunity for interactive questions and answers.
- 9.4** Employees shall report workplace violence to their respective employers. In the event Contractor receives a report of workplace violence, as that term is defined in Labor Code section 6401.9, from any employee of Contractor indicating that, while Contractor's employee was performing the Services, a District employee was involved in workplace violence or a District work site was the location of workplace violence, Contractor shall report such incident to District. The Parties agree to reasonably cooperate in the exchange of information to enable each party to investigate and resolve the incident to the extent each party's employee or work site is involved. Pursuant to Labor Code section 6401.9(d)(1)(A)-(C), each party shall be responsible for recording in their respective violent incident log any incident involving their respective employees. In the event an incident occurs, the Parties will make a copy of the incident's entry from their respective violent incident logs available to each other upon request, omitting any element of personal identifying information of any person involved in the incident.

**10. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This

requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**11. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

## **12. Termination.**

**12.1. With Cause by District.** District may terminate this Agreement upon giving a written notice of intention to terminate for cause. Cause shall include:

- 12.1.1.** material violation of this Agreement by the Contractor; or
- 12.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.1.3.** 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.

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

**12.2 Without Cause by the Parties.** The District may, at any time, with or without reason, terminate this Agreement with fifteen (15) days written notice and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services satisfactorily completed to date.

**12.3** Upon termination, 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 in draft form.

**13. Indemnification.** To the fullest extent permitted by California law, Contractor shall, at its sole expense, indemnify and hold harmless District, its Board of Education and members, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, damages, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by Contractor and Contractor's agents, representatives, officers, consultants, contractors, subcontractors, employees, trustees, partners, or volunteers under or in conjunction with this Agreement, unless caused wholly by the sole negligence or willful misconduct of the District Parties. In the event any action or proceeding be brought against District or the District Parties, Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's sole expense, from any and all Claims and allegations relating thereto with counsel approved by the District Parties, where such approval is not to be unreasonably withheld.

**14. Insurance.** The Parties shall procure and maintain at all times it performs any portion of the Services the following insurance. The Parties must show the insurance upon award of the contract.

**14.1. General Liability.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

**14.2. Automobile Liability Insurance.** One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor.

**14.3. Workers' Compensation and Employers' Liability Insurance.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

**14.4 Sexual Molestation and Abuse Insurance.** Contractor shall maintain sexual molestation and abuse coverage with a \$1 million per occurrence, \$2 million aggregate limit of liability.

**14.5. Other Insurance Provisions:**

**14.5.1.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**14.5.1.1.** The District, its Board of Education and members, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

**14.5.1.2.** For any claims related to the Services, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

**14.5.1.3.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

**14.5.2.** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**14.5.3.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**14.5.4.** Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**14.6. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

**14. Limitation of 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.

**15. Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any



law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, 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, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**16. Non-Discrimination.** In connection with the Services performed under this Agreement there shall be no discrimination against any employee engaged in the Services because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and any applicable District policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s), if applicable.

**17. Fingerprinting.** Contractor shall complete the Fingerprint and Criminal Background Check Certification, attached to this Agreement as **Exhibit "B,"** prior to commencing the Services, certifying Contractor's compliance with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice, and the completion of criminal background investigations of its employees, as applicable. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Written verification of compliance with this section by the Criminal Background Investigation Certification shall be provided to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor and it is determined that Contractor will have unsupervised contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

**18. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail transmission, addressed as follows:

**District**

Stockton Unified School District  
56 South Lincoln Street  
Stockton, CA 95203  
ATTN: [Insert Name, Title]  
[Email]

**Contractor**

[NAME OF CONTRACTOR]  
[ADDRESS]  
[CITY, STATE ZIP]  
ATTN: [NAME, TITLE]  
[EMAIL]

Any notice personally given or sent by electronic mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**19. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

**20. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**21. Integration; Entire Agreement of Parties; Amendments.** 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. This Agreement is not valid until approved or ratified by the District's Board.

**22. Governing Law; Venue.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with 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 San Joaquin County, California.

**23. 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, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in San Joaquin 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 to the Agreement. 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 Contractor 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 Contractor'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 Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

**24. Attorney Fees; Costs.** 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 attorney's fees.

**25.Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**26.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.

**27.Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

**28.Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**29.Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**30.Order of Precedence.** The Parties agree that any conflict between or inconsistency among the terms contained in the body of this Agreement and any document attached hereto, or referenced herein, shall be resolved in the following order of precedence: (1) the body of this Agreement, (2) any purchase order issued by the District to Contractor, (3) any exhibit or addendum to this Agreement, (4) any quote, bid, proposal, order or service form or any other document issued by Contractor to District and incorporated into this Agreement, and (5) Contractor's standard terms and conditions, if incorporated by reference in any of the aforementioned documents of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

STOCKTON UNIFIED SCHOOL DISTRICT:	[CONTRACTOR]:
Date: _____	Date: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____

Department Administrator:

**Information regarding Contractor:**

License No: _____ Address: _____ _____ Telephone: _____ Facsimile: _____ E-Mail: _____ Contractor's state of residence: _____ States in which Contractor is licensed to do business: _____ Type of Business Entity:  <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation, State: _____ <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other: _____	_____: Employer Identification and/or Social Security Number  <b>NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.</b>
--	---

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- Note that an organization can submit a proposal for all or part of the areas of focus.

**1. Contractor shall:**

- a. Provide support in Mentorship;
- b. Provide support to students in the areas of Leadership Development;
- c. Provide support to students in the areas of Enrichment: Dance, Art, and Music;
- d. Provide support to students in the areas of Academic Enrichment: All core (English, Math, Science, and History) subjects STEM and STEAM included;
- e. Provide support to students in the areas of social-emotional wellbeing, self-esteem development, and or health and mental wellness, and trauma;
- f. Provide support to students and families in the areas of parent education;
- g. Provide support to students with restorative justice practices/conflict resolution;
- h. Provide support to students with college planning and participation;
- i. Provide support to students with academic intervention;
- j. Provide support for students that meet the District's vision of graduating every student college and career ready by working under the guidance of the Career Technical;
- k. Provide work-based learning opportunities including but not limited to career readiness workshops in resume writing, interviewing skills, and professional skills; in addition to soliciting and securing job shadow and internship opportunities for students in alignment with the district's protocol;
- l. Provide programming that supports students by providing hands on programming and/or experiences in the integrated fields of Science Technology, Engineering, and Mathematics appropriate to the grade level being served and the guidance and in alignment with the goals of the SUSD Career Technical Education & STEM department; and
- m. Deliver programming and experiences that encourage diversity in the STEM workforce and emphasize the value of a diverse workforce.

**2. Contractor shall foster community partnership in any of the following ways:**

- a. Parent education/workshops in:
  - i) Improvement of students' attendance; (Strategies and resources to overcome barriers)
  - ii) Improvement of students' academic achievement;
  - iii) Positive discipline;
  - iv) Parent advocacy for themselves;
  - v) Impact of mental health; and
  - vi) Cultural Classes (e.g., Dance, Music, Poetry/Spoken Word , etc.)
- b. Foster/Adopted youth education/workshops in:
  - i) Relationship building;
  - ii) Attachment;
  - iii) Self-harm, and trauma;
  - iv) School adjustment;
  - v) Substance abuse;
  - vi) Suicide prevention; and
  - vii) Intergenerational Programming

- c. Restorative Justice practices and strategies that incorporate elements of culturally relevant traditions (circles, community accountability, and culturally relevance) which address:
  - i) Student's misconduct and harm;
  - ii) Peace making;
  - iii) Issues of social and racial injustice;
  - iv) Student mental health and suicide prevention; and
  - v) Conflict resolution and navigating interpersonal conflict, and cultural healing practices
- d. College planning and participation. Topics may include:
  - i) Financial literacy;
  - ii) Scholarship opportunities;
  - iii) Time management;
  - iv) Stress reduction/Wellness;
  - v) Field trips to colleges/universities and/or vocational schools;
  - vi) Guest speakers: careers, motivation;
  - vii) Study skills: Writing college level papers, note taking, etc.;
  - viii) College Application Workshops and financial aid process; and
  - ix) Test Preparation (SAT, ACT, etc.)
- e. Students' participation in a direct in class, small group career mentoring, job training:
  - i) Fieldwork, job-shadowing, internships, and externships; and
  - ii) Vocational trade development and apprenticeship programs in various trades including construction, HVAC, electrical, plumbing, auto-mechanic, welding, including, high demand and underrepresented industries
- f. Students mentoring and academic support including:
  - i) Building support networks;
  - ii) Help first year student physically navigate campus;
  - iii) Provide academic and social emotional supports;
  - iv) Academic enrichment in the subject areas of Math, History, English, and Science (including STEM and STEAM); and
  - v) Enrichment in the areas of: Dance, Art, Music, and Culture
- g. Students support in Leadership Development:
  - i) Students will learn how to communicate effectively (utilizing written and spoken word, non- verbal language, electronic tools, and listening skills) in order to develop relationships, manage conflicts, and work across differences;
  - ii) Students will develop a comprehensive set of practical skills and tools to rely on through leadership practice. Such skills and tools include time management, meeting management and agenda setting, group dynamics and team building;
  - iii) Students will gain knowledge of diverse cultures, cross-cultural communication, the dynamics of privilege and oppression, and the uses of power between groups including experiences that foster the development of positive cultural identities; and
  - iv) Students will learn about civic engagement and public policy, with an emphasis on understanding and analyzing local and national public policy, engaging with civic and community leaders, developing peer education and public speaking

skills, and writing and publishing commentaries informed by culturally relevant public policy issues that impact their communities.

**3. Contractor shall implement its services pursuant to the following requirements:**

- a. Obtain all necessary and/or required licensing, insurance, staff CA DOJ clearances, etc.;
- b. Provide services to all students regardless of ability to pay, be reimbursed for, or current insurance status;
- c. Assess students where applicable, support, and provide all services that are required;
- d. Coordinate with the District on implementation details;
- e. Provide staffing to support schools throughout the District as appropriate, pursuant to a schedule;
- f. Supply and use appropriate equipment and materials to conduct workshops, mentoring, enrichment areas;
- g. Provide a full-time staff member to coordinate program and schedule support staff district-wide;
- h. Provide and create teams to conduct services and facilitate obtaining parent consent at various school sites throughout District (*District consent forms must be used, otherwise, proposer must get District approval prior to distribution*); and
- i. Document all student results and provide yearly report.

**4. Other Programmatic and Staffing Requirements:**

- a. District may conduct unannounced site visits to oversee quality of the Services. Contractor's Services shall maintain full compliance with all applicable District and licensing requirements that is currently or may become effective. Contractor shall be properly registered and licensed with and by the State of California and any other governmental agency as may be required by law, and Contractor's use of the School Site(s) to offer the Services shall comply with the terms of the Agreement, all District Policies, rules and regulations, and any regulation, order, law, statute, or ordinance of a governmental agency having jurisdiction over the Services and use of the School Site and facilities.
- b. Health and Safety. Contractor agrees that it will deliver the Services offered in a competent, safe, sanitary and efficient manner at least comparable to other well-managed operations of a similar type. Contractor shall comply with all legal obligations, as well as all local, state, and federal laws and regulations, in delivering the Services. Contractor represents that it is qualified to deliver the Services. Contractor shall be solely responsible for all aspects of the Services, including the enrollment of students, the recruitment, employment, and training of employees, the payment of employment, income, sales, and the collection of fees in accordance with all applicable laws. Contractor shall develop and observe security measures to protect children enrolled in the program and provided the Services, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log, and otherwise as required by law.
- c. Contractor, at its sole cost and expense, shall be responsible for verifying the qualifications, credentials, certificates, and applicable licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Contractor's activities on the School Site.

- d. Contractor shall at all times retain active, qualified, competent, and experienced personnel to supervise the Services and to represent and act for Contractor. Contractor shall require its personnel to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Contractor shall not allow any person(s) in or about the School Site to use offensive language and/or act in a boisterous or otherwise improper manner. Contractor shall maintain a close check over Contractor's personnel to ensure the maintenance of a high standard of service to the public. Contractor shall replace any employee whose conduct is detrimental to the best interests of the public. Such employee shall be replaced pursuant to the following standards:
  - i) If, in the reasonable judgment of District, Contractor's employee(s) represent an immediate threat to the health, welfare or safety of the children of the District, District's students, staff, or the public, or if Contractor's employee(s) acts or omissions violate applicable laws, codes, rules, regulations, or ordinances, or otherwise subject or expose District to liability to others, Contractor shall replace the employee(s) immediately and shall not employ said employee(s) with the Services or on the School Site which are the subject of the Agreement.
  - ii) If Contractor's employee(s) engage in conduct or behavior which interferes with the educational program or activities of the District on the School Site, unduly disrupts the residents of the surrounding neighborhood, or otherwise is detrimental to the best interest of the public, District may provide Contractor with a written statement of complaint describing the conduct or behavior complained of and the corrective action required to resolve the complaint. If, in the reasonable judgment of District, the complaint has not been satisfactorily resolved within thirty (30) days of receipt by Contractor, the employee shall be replaced immediately and shall not be employed on the School Site.

## **5. Confidentiality:**

- a. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other including, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Contractor, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 7920.000 *et. seq.*), court issued subpoena, or other applicable federal or state law.
- b. The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance and disclosure of such Confidential Information, including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. § 99.1 *et. seq.*) (collectively, "FERPA"), and California Education Code Sections 49073-49079.9.



This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- c. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- d. Student Records. District may disclose to Contractor information from student education records as permitted by 34 C.F.R. Section 99.31, as Contractor has "a legitimate educational interest" in providing the Services for the District's ELO-P pursuant to this Agreement. Contractor shall be considered to be under the direct control of the District for the limited purpose of Contractor's use and maintenance of student records in order to meet requirements of FERPA and California Education Code. Contractor shall comply with the relevant requirements of FERPA, California Education Code Sections 49073-49079.9, and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. Contractor shall not release any information contained in student records without District's prior written approval. To protect the confidentiality of student records provided by the District, Contractor will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Upon termination of this Agreement, Contractor shall return to the District all originals and/or copies of student records, in hard copy or electronic format, that it may access in performing Services. All student records shall remain the property of the District.

[END OF SCOPE OF SERVICES.]

## **EXHIBIT "B"**

### **FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION**

*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 Independent Contractor Agreement ("Agreement") between the **Stockton 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):

\_\_\_\_\_

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

\_\_\_\_\_ Emergency Services. The services provided by Contracting Party/Contracting Party's Personnel 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. [Ed. Code, §45125.1(b)]

\_\_\_\_\_ Parental Supervision. Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 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).]

\_\_\_\_\_ Independent Study Program. Contracting Party/Contracting Party's Personnel provides independent study program services to pupils under the immediate supervision and

control of pupil's parent/guardian and District has either [check as applicable] \_\_\_\_ (a) verified completion of a valid criminal records summary for all Contracting Party Personnel who interact with pupils; **or** \_\_\_\_ (b) District has ensured that parent/guardian has signed a consent form per Ed. Code 45125.1(b)(3)(B) [Ed. Code, §45125.1(b)(3).]

☐ Contract Not Exempt

\_\_\_\_ A. Sole Proprietor. Contracting Party is a **sole proprietor** who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

\_\_\_\_ B. Contract Not Exempt – Background Checks Completed. Contracting Party is **not a sole proprietor** and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the Term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

## 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. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

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

Contracting Party: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**ATTACHMENT "A"**  
**Contracting Party's Personnel**

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

If further space is required for the list of personnel, attach additional copies of this page.

### **TUBERCULOSIS CLEARANCE**

The undersigned does hereby certify to the Board of Education of the District as follows:

I am a representative of the Contractor currently 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. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. Contractor certifies that the following item applies to the Services that are the subject of the Agreement:

- ☐ The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past sixty (60) days and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come into contact with District pupils during the course and scope of the Agreement is attached hereto; or
- ☐ Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

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

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

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

### **WORKERS' COMPENSATION CERTIFICATION**

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.

**Check only one of the boxes below.**

<input type="checkbox"/> 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 Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

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

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

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(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.)