

# **INGLEWOOD UNIFIED SCHOOL DISTRICT**

## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 25th day of February 2021 by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and The Los Angeles Rams, LLC located at 29899 Agoura Road, Agoura Hills, CA 91301, hereinafter referred to as "Provider/Consultant".

### **WITNESSETH:**

**WHEREAS**, it is the desire of the District to contract with professionally trained Consultant to provide exercise videos and reading videos for Students in the District; and,

**WHEREAS**, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

**NOW THEREFORE**, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

**1. TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing February 25, 2021 and terminating May 31, 2021.

**2. SERVICES:** As directed by the District, Provider shall provide all the necessary Basic Services that are required by the District to complete the Project, including without implied limitation, the following:

Refer to Exhibit A and/or see below:

The Rams will provide a series of pre-recorded video instruction of stretching exercises and book readings available to IUSD students who voluntarily wish to utilize the videos and engage in physical activity. The Rams will also provide the following items: plastic water bottle, exercise band, children's book, pedometer, and a poster.

In the event of a discrepancy, inconsistency, conflict or other difference between the terms of Exhibit A with this Agreement, the District and Consultant agree that the terms of this Agreement shall be controlling unless otherwise stated herein. The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Dr. Bernadette Lucas

(Name)

Chief Academic Officer

(Title)

**A. PRODUCTS:** As a result of providing the services described in this Section 2, the Consultant shall also provide the products described above.

**A final written summary report on the services rendered upon completion of services, if applicable.**

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

**3. LOCATION:** Provider shall provide the contracted services at the following location:

School/Department Name(s): **Inglewood Unified School District**

Address: **401 S Inglewood Ave, Inglewood, CA 90301**

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

**4. COMPENSATION:** The District agrees to pay the Consultant in accordance with the fee, rate and/or price schedule information set forth in Exhibit "A" for performing the basic services required by this Agreement subject to the limitations set forth herein this Section 3. In no event shall the Consultant's compensation exceed N/A No Fees paid by District to Provider Dollars (\$0.00). Provider shall be compensated at the rate of \$\_\_\_\_N/A\_\_\_\_\_ per hour, **or**, \$\_\_\_\_N/A\_\_\_\_\_per day for a maximum of N/A hours, **or** N/A days, as needed, directed and determined solely by District.

Payment Schedule (if applicable): N/A

_____	\$ _____
Date	Amount
_____	\$ _____
Date	Amount
_____	\$ _____
Date	Amount
_____	\$ _____
Date	Amount

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

If applicable, Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

Invoices requesting payment for Additional Services performed in accordance with Section 5 below must reflect the compensation approved by the District and include a copy of the District's written authorization.

The District's prior written authorization is an express condition precedent to any payment by the District for Additional Services and no claim by the Consultant for additional compensation related to any Additional Services shall be valid absent such prior written approval by the District to proceed with such Additional Services as required by Section 5 below.

**5. ADDITIONAL SERVICES:** Consultant shall notify the District in writing of the need for additional services required due to circumstances beyond the Consultant's control ("Additional Services"). Consultant shall obtain written authorization from the District before rendering any Additional Services. The District may also require Consultant to perform Additional Services which are, in the District's discretion, deemed necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the District before Consultant performs such Additional Services. Consultant shall not be entitled to any compensation or reimbursement for performing any Additional Services that are not previously approved by the District in writing.

**6. INDEPENDENT CONTRACTOR:** While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the County Administrator in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

**7. INSURANCE:** Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, employees, or representatives. All commercial general liability or comparable policies maintained by Provider shall name the District, its County Administrator, board members, officers, agents and employees and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them on account of or founded upon the Consultant's actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage as follows: Provider must immediately notify District of any reduction or termination in coverage.

**A. WORKERS' COMPENSATION INSURANCE:** The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

**B. COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Blanket contractual;
2. Broad form property damage;
3. Products/completed operations; and
4. Personal injury.

**C. PERILS OF MOLESTATION, SEXUAL MISCONDUCT, OR ALLEGATIONS OF SEXUAL ABUSE:** Limits of THREE MILLION DOLLARS \$3,000,000 per occurrence; and THREE MILLION DOLLARS \$3,000,000/aggregate.

**D. AUTO LIABILITY INSURANCE:** Auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles.

**E.** Each policy of insurance required in Section 7(B) and (C) above shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

**8. CRIMINAL BACKGROUND CHECKS:** As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

**9. INDEMNITY:** The Provider shall defend, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, directly arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, county administrator, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, county administrator, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding directly related to the duties and obligations of this Agreement. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, county administrator, employees, volunteers, attorneys, agents and/or assigns. THE PARTIES UNDERSTAND AND AGREE THAT SECTION 9 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

**10. CONFIDENTIALITY:** Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

**11. CONFLICTS:** Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the County Administrator that a real or apparent conflict of interest exists that cannot be resolved.

**12. TERMINATION:** Termination of this Agreement shall be governed by the following terms and conditions:

A. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant; or if the District should decide to abandon or indefinitely postpone the Project.

B. In the event of a termination based upon abandonment or postponement by District, the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Consultant for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Consultant. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement surveyor costs shall be deducted from payments to the Consultant.

C. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 12(D) below, and neither party shall have any greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

D. This Agreement may be terminated without cause by either Party upon fourteen (14) days written notice to the other Party. In the event of a termination without cause, the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Consultant for Board approved extra services.

E. In the event of a dispute between the parties as to performance of the work or the interpretation of this agreement, or payment or nonpayment for work or services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

F. THE PARTIES UNDERSTAND AND AGREE THAT SECTION 12 OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

**13. LICENSING:** Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

**14. COMPLIANCE WITH LAWS:** Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

**15. GOVERNING LAW/VENUE:** This Agreement shall be governed by the laws of the State of California, Los Angeles County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Los Angeles.

**16. ASSIGNMENT:** Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

**17. SEVERABILITY:** If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

**18. WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

**19. DISPUTE RESOLUTION:** Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

**20. INCORPORATION OF EXHIBITS:** All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

**21. ENTIRE AGREEMENT:** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

**22. OWNERSHIP OF REPORTS AND OTHER DOCUMENTS:** The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the Consultant or Consultant's consultants in accordance with this agreement, shall be and remain the property of the District (hereinafter "Property"). The District may provide the Consultant with a written request for the return of its Property at any time. Upon Consultant's receipt of the District's written request, Consultant shall return the requested Property to the District within seven (7) calendar days. Failure of the Consultant to provide the District with its Property within the time detailed herein this section shall be a material breach of this Agreement.

**23. NO THIRD PARTY BENEFICIARY:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Consultant.

**24.** The District and Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.

**25.** If either Party becomes involved in litigation arising out of this Agreement or the performance thereof, each Party shall bear its own litigation costs and expenses, including reasonable attorney's fees.

**26.** This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein

will be construed or resolved against either party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

**27.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this Agreement.

**28.** In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. Any and all services rendered prior to Board approval shall be deemed voluntary, a gift and will not be subject to compensation.

**29.** THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

Board Approval Date: February 24, 2021

INGLEWOOD UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY

\_\_\_\_\_  
District Authorized Representative

Chief Academic Officer  
Title Date



\_\_\_\_\_  
Provider/Consultant Authorized Representative

VP., Community Affairs & Engagement 2/11/2021  
Title Date

## Inglewood Unified School District Fingerprint and Criminal Background Check Certification

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

With respect to the Agreement between the **Inglewood Unified School District ("DISTRICT")** and the individual, the Los Angeles Rams company or contractor named ("**VENDOR,**") for provision of PLAY 60 READ 20 services.

**PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:**

**REQUIREMENTS SATISFIED:**

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

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

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**SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED**

**~~OR~~**

**WAIVER JUSTIFICATION**

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

☒ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)

☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]

☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

**--Check all methods to be used:**

☐ 1) Installation of a physical barrier at the worksite to limit contact with students

☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ

☐ 3) Surveillance of employees of the VENDOR by school personnel

☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

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

2/17/21  
\_\_\_\_\_  
Authorized VENDOR signature  
Date

Molly Higgins VP Community Affairs and Engagement  
\_\_\_\_\_  
Printed Name Title



**SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED**