

4. SCOPE OF SERVICES AND AUDIT OF RECORDS: Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A (check box in item 5 below), attached hereto and incorporated herein by reference, to the satisfaction of the District.

(Description of contracted services)

5. PER THE ATTACHED: exhibit(s) TECHNOLOGY SERVICES AGREEMENT REQUIRED
6. ADMINISTRATOR OF AGREEMENT: This agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
 For District: Attention: _____ For Contractor: Attention: _____
 Etiwanda School District
 6061 East Avenue
 Etiwanda, California 91739
7. STATUS OF CONTRACTOR: It is agreed that the District is interested only in the results obtained from service hereunder and that the Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the District except as to the results of the work. Contractor is, for all purposes arising out of this Agreement, an independent contractor, and neither Contractor nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that contractor and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
- (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
- (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
8. WORKER'S COMPENSATION: Contractor agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claims.
9. ASSIGNMENT AND EMPLOYEE BENEFITS: No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of the District, and without such consent all services hereunder are to be performed solely by Contractor, its officers, agents and employees. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.
10. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: All products of work performed pursuant to this Agreement shall be the sole property of the District and no reproduction of any portions of the work product may be made in any form without the express written consent of the District. Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable.

11. USE OF MATERIALS: Contractor shall advise District of any and all materials used, or recommended for use by Contractor in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed or used by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirement, Contractor agrees to indemnify, defend and hold harmless, the District against any action or claim brought by the copyright holder.
12. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS:The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the Contractor is traveling to or from a work- related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The Contractor shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and CALIFORNIA SCHOOLS RISK MANAGEMENT as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
13. TERMINATION FOR CAUSE OR CONVENIENCE: District may terminate this Agreement and will be relieved of all obligations under this Agreement should Contractor fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the Contractor. District may terminate this Agreement at any time and for any reason by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, Contractor shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by District; all finished or unfinished documents prepared by Contractor shall become the property of the District; and Contractor hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
14. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
15. ALTERATIONS OR VARIANCE: No alterations to the Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both the parties hereto.
16. FINGERPRINT OBLIGATIONS OF CONSULTANT:
 If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils. CONTRACTOR shall complete and include the attached Fingerprint Requirement Form and Exhibit A (*List of Employees Who May Come In Contact With Pupils*) with this agreement. If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.
17. ASSIGNMENT OF CONTRACT: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONTRACTOR without the prior written consent of DISTRICT.
18. GENERAL PROVISIONS:
 - (a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

GENERAL PROVISIONS-continued:

- (b) DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a “work made for hire” and DISTRICT the “copyright owner” thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (d) (Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School District.

CONTRACTOR:

Printed Name

Signature of Contractor

Date

ETIWANDA SCHOOL DISTRICT:

Doug Claffin, Assistant Superintendent – Business Services

Date

FINGERPRINT REQUIREMENTS

Name of Consultant/Lecturer/Presenter/Contractor:

Address: _____ City: _____ Zip _____

Attention: Members of the Governing Board
 Etiwanda School District
 6061 East Avenue
 Etiwanda, CA 91739

Re: Certification Requirements Pursuant to Education Code Section 45125.1

Pursuant to your request, my company has completed the requirements of Education Code Section 45125.1, and do hereby make the following written certifications to the Governing Board of the Etiwanda School District:

1. None of our employees who may come in contact with pupils of the district have been convicted of a felony, as defined in Education Code Section 45122.1.
2. Attached hereto as "Exhibit A", is a list of employees (names) of the undersigned who may come into contact with pupils.
3. Each employee listed on Exhibit A has been cleared by the Department of Justice (DOJ) pursuant to a fingerprint check conducted in accordance with Education Code Section 45125.1.

CONTRACTOR:

Printed Name

SIGNATURE OF CONTRACTOR

EXHIBIT A

LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS