

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
NON-CONSTRUCTION SERVICES  
(MARKETING SERVICES FOR BACK 2 WORK)**

This Independent Contractor Agreement ("Agreement") is made as of \_\_\_\_\_, 2021, between the **Butte County Office of Education** ("BCOE") and \_\_\_\_\_ ("Contractor"). The BCOE and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

WHEREAS, the BCOE is authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

WHEREAS, the BCOE is authorized by California Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is **\$96,700 in 2021**.

WHEREAS, the BCOE is in need of those services and/or advice.

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the BCOE, and those services are needed on a limited basis as set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

**1. Services.** The Contractor shall furnish to the BCOE professional marketing services for the Back 2 Work program ("B2W"), as described in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference ("Services").

**2. Term.** Contractor shall commence providing Services under this Agreement on \_\_\_\_\_, 2021, and shall continue through \_\_\_\_\_, 2021 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.

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

- Signed Agreement
- Workers' Compensation Certificate
- Fingerprinting/Criminal Background Investigation Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: \_\_\_\_\_

**4. Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the BCOE's Superintendent. Services shall

not be rendered until Agreement is approved by the BCOE's Superintendent. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Superintendent's approval date will be provided at the Contractor's risk.

- 5. Compensation.** For each task assigned, Contractor shall submit a proposed task order to the BCOE based on the hourly billing rates included in **EXHIBIT "B."** Once approved by the BCOE, the Services shall be performed at the hourly billing rates included in **EXHIBIT "A"** and **EXHIBIT "B."** The itemized task order shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the BCOE's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
- 6. Expenses.** The BCOE shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for the BCOE, other than as identified in **EXHIBIT "B"**.
- 7. Equipment and Materials.** Contractor shall furnish, at his/her 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, the BCOE 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 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 the BCOE. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the BCOE only and remain exclusively the intellectual property of the authors.
- 8. 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 BCOE in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the BCOE'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, the BCOE being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the BCOE, and are not entitled to benefits of any kind or nature normally provided to employees of the BCOE and/or to which the BCOE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' 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.
- 9. 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.
- 10. Certifications, Permits, and Licenses.** Contractor represents and warrants to the BCOE that Contractor and all of the 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.

- 11. 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 BCOE. 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 his/her profession for Services to California school districts and county offices of education.
- 12. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the BCOE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 13. COVID-19 Acknowledgement.** Contractor recognizes and understands that guidance on how to protect oneself from the COVID-19 virus and how to avoid spreading the virus to others, is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and also through federal, local, and state recommendations and/or regulations. Contractor understands that this guidance can change, and that Contractor has a responsibility to stay abreast of the changing information found on these COVID-19 guidance resources. Contractor is required to follow the BCOE's guidance and protocols when onsite at any BCOE facility, or when providing services in-person to BCOE personnel or students.
- 14. Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of the BCOE and cannot be used without the BCOE's express written permission. The BCOE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the BCOE.
- 15. Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the BCOE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by BCOE as a basis for such Services.
- 16. 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.
- 17. 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 BCOE, its agents, 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 BCOE shall give reasonable prior notice to

Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

## **18. Termination.**

**18.1. With Cause by BCOE.** The BCOE may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 18.1.1.** material violation of this Agreement by the Contractor; or
- 18.1.2.** any act by Contractor exposing the BCOE to liability to others for personal injury or property damage; or
- 18.1.3.** 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 BCOE 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 BCOE may secure the required Services from another contractor. If the expense, fees, and costs to the BCOE exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the BCOE upon the receipt of the BCOE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the BCOE.

**14.2 Without Cause by BCOE.** The BCOE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by the BCOE 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 the BCOE terminates this Agreement pursuant to this section, the BCOE shall compensate Contractor for Services completed to date.

**14.3** Upon termination, Contractor shall provide the BCOE with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**19. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the BCOE, the State of California, the Board of Trustees, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "BCOE Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the BCOE Parties. Contractor shall, to the furthest extent permitted by California law, defend

the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the BCOE where such approval is not to be unreasonably withheld.

**20. Insurance.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

**20.1. 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.

**20.2. 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 BCOE from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.

**20.3. Workers' Compensation and Employers' Liability Insurance.** For all of the Contractor Parties 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 BCOE and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

**20.4.  [REQUIRED IF BOX CHECKED] Professional Liability Insurance.** One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.

**20.5.  [REQUIRED IF BOX CHECKED] Abuse and Molestation Insurance.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the BCOE from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.

**20.6. Other Insurance Provisions:**

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

**20.6.1.1.** The BCOE, 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.

**20.6.1.2.** 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.

**20.6.1.3.** 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.

**20.6.2.** 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.

**20.6.3.** 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 BCOE.

**20.6.4.** Contractor shall furnish the BCOE 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 BCOE before Services commence.

**20.7. 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 BCOE.

**21. Limitation of BCOE Liability.** Other than as provided in this Agreement, the BCOE'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 the BCOE 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 or the Services performed in connection with this Agreement.

**22. Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the BCOE 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 laws, ordinance, rules or regulations, Contractor shall notify the BCOE, in writing, and, at the sole option of the BCOE, 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 BCOE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the BCOE of the violation, Contractor shall bear all costs arising therefrom.

**22.1. LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the BCOE.

**23. Anti-discrimination.** It is the policy of the BCOE that in connection with all work performed under its contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, Labor Code section 1735 and the California Fair Employment and Housing Act beginning with Government Code section 12900.

**24. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification **must** be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If the BCOE has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

**24.1.** All site visits shall be arranged through the BCOE;

**24.2.** Contractor and Contractor Parties shall inform the BCOE of their proposed activities and location at the school site, allowing the BCOE time to arrange site visits without a disruption to the educational process;

**24.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;

**24.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the BCOE;

**24.5.** Contractor and Contractor Parties shall not use student restroom facilities; and

**24.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

**25. BCOE's Evaluation of Contractor.** The BCOE may evaluate the Contractor in any manner which is permissible under the law. The BCOE's evaluation may include, without limitation:

**25.1.** Requesting that BCOE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

**25.2.** Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

**26. 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 facsimile or electronic transmission, addressed as follows:

**If to BCOE**

Butte County Office of Education  
ATTN: Tad Alexander, Associate  
Superintendent  
1859 Bird Street  
Oroville, CA 95965  
FAX: (530) 532-5682  
EMAIL: [talexander@bcoe.org](mailto:talexander@bcoe.org)

**If to Contractor**

Name: \_\_\_\_\_  
ATTN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Any notice personally given or sent by facsimile 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. All notices must be accompanied by a courtesy copy sent via email.

- 27. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 28. 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.
- 29. 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.
- 30. Governing Law.** 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 Butte County, California.
- 31. 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, Butte 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 claim 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 BCOE. For purposes of those provisions, the running of the time within which a claim must be presented to the BCOE 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.



- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

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

BCOE:

CONTRACTOR:

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

**Butte County Office of Education**

**[INSERT NAME OF CONTRACTOR]**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

\_\_\_\_\_  
PRINT TITLE

**Information regarding Contractor:**

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

\_\_\_\_\_  
Employer Identification and/or Social Security Number

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

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

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Contractor's state of residence: \_\_\_\_\_

States in which Contractor is licensed to do business: \_\_\_\_\_

Type of Business Entity:  
\_\_\_\_ Individual  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
\_\_\_\_ Limited Partnership  
\_\_\_\_ Corporation, State: \_\_\_\_\_  
\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other: \_\_\_\_\_

**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 BCOE requires the Contractor to furnish the information requested in this section.**

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor's entire Proposal is **not** made part of this Agreement.

SAMPLE

**EXHIBIT "B"**

**Hourly Rates**

SAMPLE

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. 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 his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

END OF DOCUMENT

**TUBERCULOSIS CLEARANCE**

The undersigned does hereby certify to the Superintendent of the BCOE as follows:

I am a representative of the Contractor currently entering into this Agreement with the BCOE 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 the BCOE's pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items 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 the BCOE's students (as determined by the BCOE) has, at no cost to the BCOE, 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 in contact with the BCOE pupils during the course and scope of the Agreement is attached hereto; and/or
- Contractor shall **only have limited or no contact** (as determined by the BCOE) with the BCOE's students at all times during the Term of this Agreement.

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

Name of Contractor: \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

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

END OF DOCUMENT

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Contractor and the Contractor’s agents, personnel, employee(s), and/or subcontractor(s) (“Contractor Parties”) shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to the BCOE the following:

A.  Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with the BCOE’s students (as determined by the BCOE) at all times during the Term of this Agreement.

*As an authorized BCOE official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the BCOE.*

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

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

BCOE Representative’s Signature: \_\_\_\_\_

B.  The following Contractor Parties have **more than limited contact** with the BCOE students (as determined by the BCOE) during the Term of this Agreement:

\_\_\_\_\_

[Attach and sign additional pages, as needed.]

If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to the BCOE, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice (“DOJ”) and the Federal Bureau of Investigation (“FBI”), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the BCOE to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), 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.

*As an authorized BCOE official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the BCOE.*

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

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

BCOE Representative’s Signature: \_\_\_\_\_

No Services shall commence until such determinations by DOJ and FBI has been made.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional

personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify the BCOE and prohibit any new personnel from having any contact with the BCOE's students until the fingerprinting and background check requirements have been satisfied and the BCOE determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with the BCOE's pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the BCOE; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

Name of Contractor: \_\_\_\_\_

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

Representative's Name and Title: \_\_\_\_\_

***Services cannot be rendered until all documentation is submitted and final approval is received by the Superintendent of the BCOE.***

END OF DOCUMENT



## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: 2020/21-RFP-2 between the Butte County Office of Education ("BCOE") and \_\_\_\_\_ ("Contractor") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The BCOE is not a "state agency" as defined in the applicable section(s) of the Government Code, but the BCOE is a local agency and county office of education under California law and requires all contractors on BCOE projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the BCOE determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: 2020/21-RFP-2 between the Butte County Office of Education ("BCOE") and \_\_\_\_\_ ("Contractor") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and BCOE Board policies, all BCOE sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in BCOE property. BCOE property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on BCOE property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the BCOE's policy regarding tobacco-free environments at BCOE sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT