



**Independent
Contractor
Agreement**

Planned Parenthood Mar Monte

Digital Learning Account Services



HAYWARD UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective April 26, 2023 (the “Effective Date”), by and between the Hayward Unified School District (“District”) and **Planned Parenthood Mar Monte** (“Contractor” and together with District, the “Parties”).

Recitals

DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced, and competent to perform such services.

DISTRICT needs special services and advice as follows: **Provide digital curriculum access to researched-based Comprehensive Sex Education curriculum to HUSD middle school students. Students will use chromebooks during class instructional time to engage in the asynchronous lessons.**

CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product. CONTRACTOR agrees to provide the following services:

HUSD recognizes the need to implement comprehensive sex education in middle schools as required by California Healthy Youth Act. This year, HUSD will be utilizing Planned Parenthood Mar Monte to provide students with the information that they need to keep themselves safe and for HUSD to comply with the [California Healthy Youth Act](#).

Planned Parenthood Mar Monte offers an online, research-based, asynchronous curriculum for middle school students. Students will use chromebooks in class to navigate through a series of stories, lessons and quizzes presented by the curriculum. It will take approximately 4 hours to complete, and includes videos, Q&A tools, and interactive quizzes that include information in compliance with CHYA. Parents will be invited to attend an informational meeting and will be sent information and an opt out form.

SEE EXHIBIT ‘A’ (If this box is checked, Exhibit A must be attached)

2. Term. CONTRACTOR shall provide services for the period **April 26, 2023 to June 15, 2023** or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.

3. Compensation. DISTRICT shall pay CONTRACTOR - select and provide agreed upon

compensation:

a. a total fee up to and not to exceed \$8,350.

b. N/A

4. Payment. Terms are net thirty (30) days of receipt of invoice and after services have been provided. Submit invoices to Accounts Payable, PO Box 5000, Hayward, Ca 94540-5000. Invoices must reference District Purchase Order number. Payment
5. Completeness of Agreement. This Agreement constitutes the entire understanding of the parties and any changes shall be in writing on the District Amendment form, signed by both parties.
6. Status of Contractor. This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.
7. Fingerprinting. By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any

employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
8. Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.
9. Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.
10. Equipment and Materials. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
11. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

License Number: N/A and Type: N/A, Issued by N/A.

12. Assignment. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
13. Non-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex,

marital status, medical condition, or physical handicap.

14. Alignment with District Values. The Hayward Unified School District (HUSD) and its Governing Board are committed to fostering equity, inclusion, and acceptance of all of our students and staff. We reject discrimination and are dedicated to achieving and fostering diversity and tolerance in our staff, our school population, and in our curriculum. We are also committed to ensuring that these values are essential principles integrated into all District policies, programs, operations, and practices. It is our mission to promote social equity, which includes a supply base reflecting the diverse students, employees, and the rich variety and diversity of families and communities we serve.

As we strive to lead as an ethical role model in the community, we encourage our vendors to join us in our mission of eliminating discrimination in all forms by supporting and sharing our core values. We wish to partner with vendors and contractors who share these values, and stand with us in our mission of inclusion and acceptance.

It is the intention of the Hayward Unified School District that in connection with all work performed, materials purchased or supplies provided for the Hayward Unified School District Community, the HUSD and its Vendor partners will jointly work to ensure that: "No person shall be excluded from participation in or denied the benefits of any HUSD program or activity on the basis of sex, sexual orientation, gender, gender identity, gender expression, genetic information, age, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, including a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics in any program or activity conducted by the HUSD. HUSD vendor partners agree to comply with Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require compliance by any sub-vendors employed on district projects.

15. Termination. DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

16. Copyright. Any written product produced under this Agreement shall be a work for hire and shall be the property of the DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.
17. Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. Attorney's Fees. If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

- 19. Governing Law. This Agreement shall be governed by the laws of the State of California.
- 20. Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
- 21. Notice. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

CONTRACTOR

**Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, CA 94544**

**Planned Parenthood Mar Monte
Attn: Courtney Macavinta
1605 The Alameda
San Jose, CA 95126
lindsay_barbic@ppmarmonte.org**

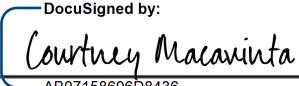
Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

Hayward Unified School District

Planned Parenthood Mar Monte

Sign Here: _____
Signed By: **Dr. Lisa Davies**
Title: **Assistant Superintendent**
Date: _____

Sign Here: _____
Signed By: **Courtney Macavinta**
Title: **VP of Learning**
Date: **4/10/2023**

DocuSigned by:

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School/Dept. **Educational Services, Curriculum and Instruction**
Service Requested by:
Site Administrator **Héctor Garcia**

Independent Contractor Agreements over \$5,000 must be approved by the School Board prior to commencing any work.

Board Award Date