



FINGERPRINTING / CRIMINAL BACKGROUND
INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Services Agreement (“Agreement”):

(To be completed by authorized DISTRICT employee only) VENDOR’S employees will have only limited contact, if any, with DISTRICT pupils and the DISTRICT will take appropriate steps to protect the safety of any pupils that may come in contact with VENDOR’S employees so that the fingerprinting and criminal background investigation requirements of Education Code § 45125.1 shall not apply to VENDOR for the services under this agreement. As an authorized DISTRICT official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the DISTRICT (Education Code § 45125.1 (c))

_____ Date: _____
District Representative Name and Title

Signature

The fingerprinting and criminal background investigation requirements of Education Code § 45125.1 apply to VENDOR’S services under this Agreement and VENDOR certifies its compliance with these provisions as follows:

VENDOR certifies that the VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code § 45125.1 with respect to all VENDOR’S employees, subcontractors, agents, and subcontractors’ employees or agents regardless of whether those employees are paid or unpaid, concurrently employed by the DISTRICT, or acting as independent contractors of the VENDOR, who may have contact with DISTRICT pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code § 45122.1. A complete and accurate list of all employees who may come in contact with DISTRICT pupils during the course and scope of the Agreement is attached hereto, or shall be provided to the DISTRICT prior to any employee having any contact with DISTRICT pupils, and an updated list of all employees who may come in contact with DISTRICT pupils during the course and scope of the agreement shall be provided to the DISTRICT within ten (10) days of DISTRICT’s request.

VENDOR’S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with DISTRICT pupils, pursuant to Education Code § 45125.2 DISTRICT shall ensure the safety of the pupils by at least one of the following as marked:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all VENDOR’S on-site employees of VENDOR by an employee of VENDOR, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of employees by DISTRICT personnel. **(To be completed by authorized DISTRICT employee only)**

_____ Date: _____
District Representative Name and Title

Signature

I am a representative of the VENDOR entering into this Agreement with the DISTRICT and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the VENDOR.

Name of VENDOR or Company: _____ Date: _____

Representative’s Name and Title: _____

Signature: _____