

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CONSULTING SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the ___ day of _____, 20__, by and between the Peralta Community College District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526, authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the services to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained, experienced, and competent to perform the services required by the District, as needed on the basis set forth in this Agreement; and

WHEREAS, Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide California Environmental Quality Act ("CEQA") compliance consulting services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__ ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- COVID-19 Vaccination / Testing Certification
- Other: _____

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$ _____ .00). District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
- 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
- 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
 - 6.1. _____.
7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District'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, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California community college districts.
 - 8.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.3. **[RESERVED]**

- 8.4. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, 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 District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **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, Consultant 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, in the county in which District's administration office is located, 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 Consultant shall comply with all claims 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 Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

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

12.2.1. material violation of this Agreement by Consultant; or

12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District 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 District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District'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 District.

13. Indemnification.

13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 13.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 13.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employer's Liability Insurance.

Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

14.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Consultant shall deliver updated certificates indicating the required coverages to the District every policy period. Certificates and insurance policies shall include the following:

- 14.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, 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 Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
16. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
17. **COVID-19 Vaccination / Testing Requirements.** For all employees, volunteers and agents of Consultant ("Workers") entering District property or facilities, Consultant shall comply with all applicable federal, state and local laws and public health orders regarding COVID-19.
 - 17.1. Consultant shall complete, sign, date and submit to District the COVID-19 Vaccination Certification Form attached to this Agreement and comply with the version of District's *Administrative Procedure: COVID-19 Vaccination/Masking Requirement for Employees, Students, and Visitors* ("COVID-19 Policy") in effect at the time Consultant performs the Services, the most recent version of which is

attached to the COVID-19 Vaccination Certification Form and incorporated herein by this reference.

- 17.2. Consultant shall submit proof of vaccination or weekly testing results of all Workers to District via the online service "Company Nurse." In addition, all Workers must complete and submit to District the "Authorization For Disclosure and Use of Medical Information" contained within the COVID-19 Policy.
- 17.3. Prior to entering any District property or facility, Workers shall complete a COVID-19 self-assessment online or via the mobile application "Campus Shield." Workers who decline to provide proof of COVID-19 vaccination must at all times while on District property or in District facilities wear face masks that fully cover both mouths and noses.
18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under 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 Consultant agrees to comply with applicable Federal and California laws, including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
19. **[RESERVED]**
20. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
21. **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.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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 for the Services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and

disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **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 transmission or electronic mail, addressed as follows:

District:

Peralta Community College District
333 East 8th Street
Oakland, CA 94606
ATTN: Vice Chancellor of General
Services

Consultant:

[NAME]

Fax: _____
Email: _____
ATTN: _____

Any notice personally given or sent by facsimile transmission or electronic mail 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) calendar days after deposit in the United States mail.

26. **Integration; Entire Agreement of Parties.** 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.
27. **California Law; Venue.** 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 the county in which District's administrative offices are located.
28. **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.
29. **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.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney's 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. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authority and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

Dated: _____, 20__

Dated: _____, 20__

Peralta Community College District

[NAME]

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or Social Security Number

Registration No.: _____

Address: _____

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 District requires the Consultant to furnish the information requested in this section.

Telephone: _____

Facsimile: _____

E-Mail: _____

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

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

Consultant must provide, at a minimum, the full scope of Services set forth below:

- Prepare all studies and documentation necessary to initiate, process, review, and ultimately obtain certification of a Project Environmental Impact Report or other appropriate environmental documentation (e.g. Negative Declaration) and all required permits that will environmentally-clear approval and implementation of the Project in compliance with CEQA and all applicable environmental requirements, including but not limited to CEQA and all applicable environmental laws, regulations, and requirements emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, Air Quality Management District, State of California and Regional Water Quality Control Board, California Department of Transportation ("CalTrans"), California Department of Fish & Game, and other local agencies, as applicable. These include without limitation permits required by utility companies, state and local fire marshals, CalTrans, California Department of Fish and Game, and other local agencies. Such documentation will include an initial study, notices, mailings, technical reports, exhibits, the Draft and Final EIR (if necessary), findings, approval documents, mitigation monitoring plan, and other documentation, and studies, as required to complete the CEQA process. Services will likely include, but are not limited to, the following:
 - Conduct appropriate scoping activities to identify issues and define the proposed Project and alternatives for analysis; meet on an ongoing basis as appropriate with community and affected agency representatives, district administrators, master planners, and associated consultants already under contract at District; prepare, maintain and implement a CEQA processing schedule to assure efficient and timely preparation and processing of the appropriate environmental clearance, and if necessary, the EIR;
 - Prepare and distribute the initial study and notice of preparation;
 - Prepare administrative draft environmental documents;
 - Prepare and circulate draft environmental documents;
 - Assist in conducting public hearings and meetings, as required;
 - Prepare administrative EIR document;
 - Present draft and final report to the Board; and
 - Prepare the Final EIR with responses to comments, findings of fact and statement of overriding considerations (if applicable), mitigation monitoring program, certifying resolution, notice of determination and related documentation.

- Ensure that the District fully complies with CEQA with respect to the Project, including, without limitation, all procedural requirements and notices as part of the CEQA process for a public community college project.
- Respond to responsible agency and public comments concerning the environmental impacts of the Project.
- Attend and participate in any public hearings.
- Serve as District's advisor for the Project with regard to compliance with all laws and regulations concerning the environment, which are applicable to the acquisition or expansion of a public community college site and the construction of a public community college or public community college facilities, including without limitation, Public Resources Code section 21000 et seq., Government Code section 65402, and Education Code section 81003 et seq. Consultant shall coordinate its work with the District's other consultants, without limitation, including any Environmental Assessor retained by the District.

SAMPLE

EXHIBIT "B"

HOURLY RATES

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

SAMPLE

WORKERS' COMPENSATION CERTIFICATION

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.
- 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 Services of this Agreement.

Date: _____

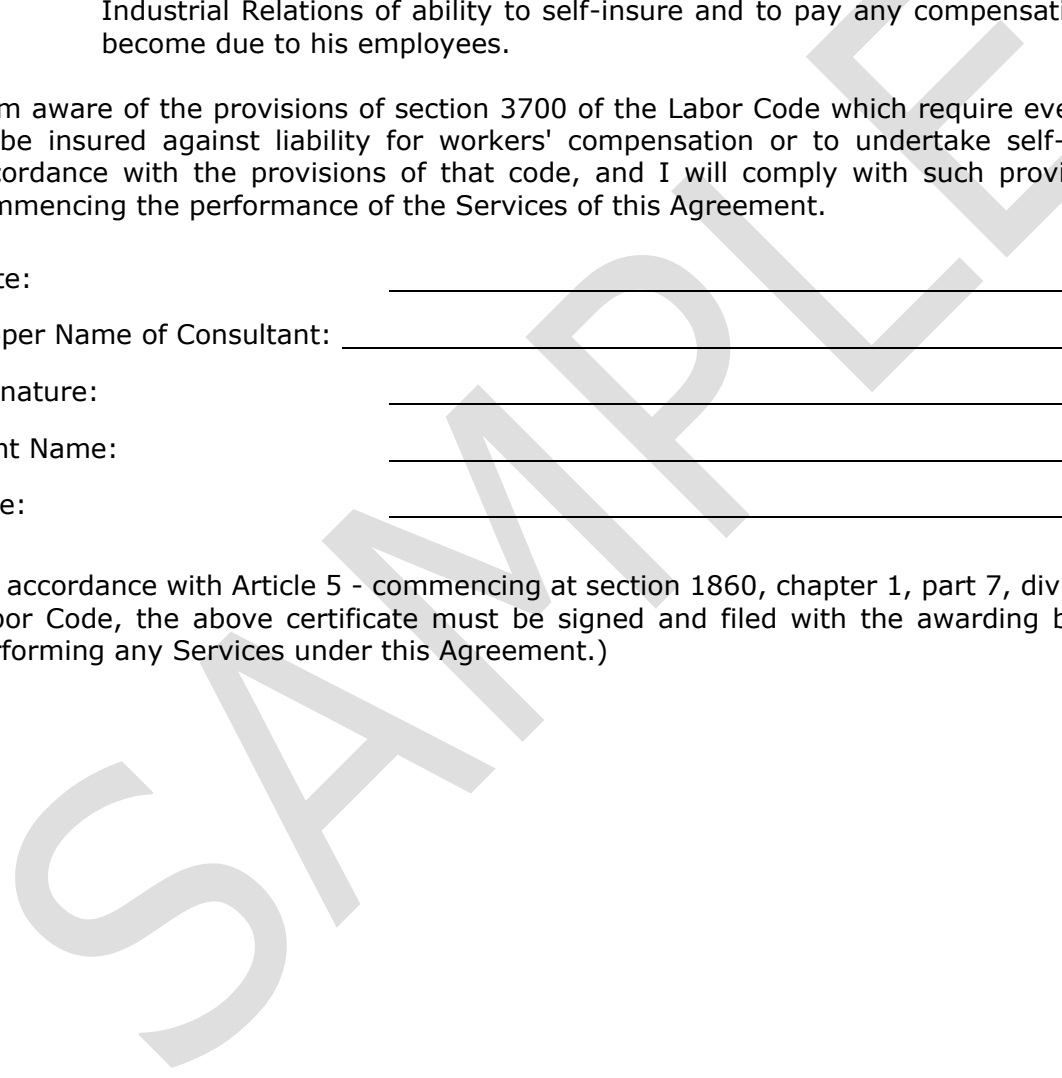
Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)



COVID-19 VACCINATION/TESTING CERTIFICATION

Consultant: _____

1. It is the Consultant's sole responsibility to comply with the District's *Administrative Procedure: COVID-19 Vaccination/Masking Requirement for Employees, Students, and Visitors* ("COVID-19 Policy") attached to this certification.
2. Consultant acknowledges that the District's COVID-19 Policy may be subject to change to meet future public health standards and requirements in accordance with guidance from local and state public health authorities. Consultant shall comply with the COVID-19 Policy and any amendments in effect at the time Consultant performs the Services.
3. Consultant shall check the applicable box, fill in all applicable blanks and sign below. By so doing, Consultant certifies that the information provided is true and accurate.

COVID-19 VACCINATION AND/OR WAIVER JUSTIFICATION		
1.	_____	In accordance with District's COVID-19 Policy, Consultant certifies that all employees, volunteers, and/or agents providing in-person services at District sites or facilities have been fully vaccinated against COVID-19 and will submit proof of vaccination to the District; or if they cannot receive the COVID-19 vaccine due to disability or medical or religious exemptions, or if deferring vaccination due to pregnancy, will instead submit proof of a negative COVID-19 test on a weekly basis and must at all times while on District property wear face masks that fully cover both mouths and noses.
2.	_____	Consultant certifies that its employees, volunteers, and/or agents will have NO IN-PERSON CONTACT with District students, family or staff at a District site or facility, and all services under the Agreement(s) referenced above will be provided virtually/remotely.

CERTIFICATION

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

"COVID-19 Policy"

ADMINISTRATIVE PROTOCOL

COVID-19 VACCINATION/MASKING REQUIREMENT FOR EMPLOYEES, STUDENTS, AND VISITORS

These procedures apply to all new and existing Peralta Community College District (PCCD) faculty, classified employees, administrators, hourly employees (short-term temporary employees), contract employees, independent contractors and student employees (hereafter referred to as "covered individuals"). These procedures also apply to all students of PCCD.

I. Covered Individuals

All District employees are required, as a pre-condition and condition of employment, to furnish to Human Resources proof of *full* COVID-19 vaccination (as defined by the Center for Disease Control (CDC)). All other covered individuals are also required to provide the same proof of vaccination as required by employees.

A. Acceptable proof of COVID-19 vaccination consists of:

1. A dated copy of the individual's CDC COVID-19 Vaccination Record Card.
2. A dated and signed letter from the individual's licensed care giver.
3. Copy of the official Personal Digital COVID-19 Vaccine Record from the California Department of Public Health

Proof of vaccination shall be provided no later than October 7, 2021.

Covered individuals who received approved declination/exemption pursuant to section (II) below must abide by masking and weekly COVID-19 testing requirements described in section (III).

II. COVID-19 Vaccination Declination

Covered individuals are allowed to decline COVID-19 vaccination for: (a) medical, (b) disability, and (c) religious grounds. Employees may also receive a *deferral* based on pregnancy. Employees declining to show proof of COVID-19 vaccination must provide the approved PCCD COVID-19 Vaccination Declination Form to Human Resources.¹ PCCD retains the right to require documentation substantiating eligibility for declinations.

A covered individual with approved declination/exemption or deferral from vaccination shall abide by masking and weekly COVID-19 testing requirements described in section (III) below.

III. Masking and COVID-19 Testing

Covered individuals must *at all times* while on PCCD controlled property wear face masks that fully cover both mouths and noses in accordance with mandates by the State of California and/or Alameda County and the District's COVID-19 Prevention Plan.

¹ Employees receiving a deferral must provide proof of COVID-19 vaccination at the time of their return to work from maternity leave or submit a COVID-19 Declination Form and comply with the mandatory masking and testing protocols.

Also, covered individuals with approved exemptions must provide weekly proof of a negative COVID-19 Test to District Administration. Covered individuals with approved exemptions and who fail to comply with the PCCD masking and testing requirement are subject to corrective action by the District, including disciplinary action consistent with applicable employee collective bargaining agreements or student standards of conduct. District Administration will provide weekly lists to the responsible District manager of individuals who must provide proof of weekly testing.

A. Acceptable proof of negative COVID-19 testing consists of:

1. A dated copy of negative COVID-19 test results.²
- or
2. A dated and signed letter from employee's licensed care giver.

IV. Release Time to Become Vaccinated

A. PCCD will provide employees with necessary release time to travel and become vaccinated or received a vaccine booster. Compensation shall be covered by the District at the employee's regular rate of pay if vaccination occurs during the employee's regularly scheduled workday. Employees must seek prior approval and make appropriate arrangements for vaccination times with their supervisors.

V. Sick Leave for Symptoms Related to Vaccination

A. PCCD will provide employees who become vaccinated with one day (eight (8) hours) of sick leave that may be used in order to recover from any side effects of the COVID-19 vaccinations and boosters. The one (eight (8) hours) of sick leave will apply to Hourly Employees and Student Employees. This sick leave day will be in addition to any existing sick leave available to the employee, including COVID-19 Supplemental Paid Sick Leave available pursuant to SB 95.

B. For employees who have already become fully vaccinated at the time of this procedure implementation, PCCD will also provide those employees with one day (eight (8) hours) of sick leave with appropriate submission of proof of vaccination to Human Resources.³

VI. Proof of Vaccination and Medical Information

A. PCCD will not request any health or medical information other than proof of vaccination or proof of weekly negative COVID-19 tests from any covered individuals. PCCD will not

² Employees receiving a POSITIVE COVID-19 test will not be allowed to report to work on any PCCD controlled property, must follow CDC quarantine guidelines, and be followed by a Certified PCCD COVID-19 Contact Tracer.

³ Employees who have been fully vaccinated are required to continue to abide by all PCCD policies, procedures and protocols regarding COVID-19 until PCCD directs otherwise.

receive any medical information covered individuals give to any vaccination provider. Any proof of vaccination a covered individual provides to PCCD will be stored by District Administration in a manner consistent with all applicable constitutional and statutory laws and in accordance with PCCD's practice for storing medical information in a file separate from the employee's personnel file.

- B. All individuals covered by this Administrative Procedure must complete a PCCD AUTHORIZATION FOR DISCLOSURE AND USE OF MEDICAL INFORMATION Form in compliance with California's Confidentiality of Medical Information Act.

VII. Effect of Vaccination Procedure

These procedures shall be effective immediately and shall remain in effect until the District determines that these procedures are no longer necessary. These procedures may be amended or revoked at any time.

AUTHORIZATION FOR DISCLOSURE AND USE OF MEDICAL INFORMATION

Confidentiality of Medical Information Act (CMIA), Civil Code § 56, et seq.

Pursuant to California’s Confidentiality of Medical Information Act, I, _____, authorize the Peralta Community College District (“PCCD”) to receive my medical information as described in this authorization. I also authorize representatives from the PCCD to use the medical information for the purposes described in this authorization.

This authorization is limited to the following types of information:

Confirmation of COVID-19 vaccination and/or proof of negative COVID-19 testing.

The recipients of this information may use the information for the following purpose:

Participation in PCCD’s vaccination policy and to help PCCD with controlling COVID-19 infections among PCCD employees.

Expiration Date: PCCD is no longer authorized to disclose or use medical information described in this authorization after June 30, 2026.

Right to Receive Copy of This Authorization: I understand that if I sign this authorization, I have the right to receive a copy of this authorization. Upon request, PCCD will provide me with a copy of this authorization.

I authorize the disclosure and use of my medical information as described above for the purposes listed above. I understand that this authorization is voluntary and that I am signing this authorization voluntarily.

Employee Name	Signature	Date