



CONSULTANT AGREEMENT PACKET

Coversheet and Instructions for MUSD Staff: Please include this coversheet as a checklist when returning your Complete Agreement Packet. The red and yellow areas require your attention. Contact the Business Office to determine appropriate Insurance Requirements in Section 6. Submit 4 weeks prior to the start of services. Please work with your Consultant to complete the packet in full. Check the appropriate boxes when complete or fill in "n/a" if not applicable. Review and attach all necessary documents prior to submitting to the Business Office. This will help facilitate the execution of this agreement. If something is highlighted in yellow, your Consultant is required to complete and/or return document(s) with this agreement. If something is in red, you (MUSD staff), in collaboration with your Consultant, are required to complete. Email the complete packet to debbie.manna@morongo.k12.ca.us for obtaining all signatures through Docusign.

FISCAL YEAR(s):

CONSULTANT NAME:

Funding Source (District/Site/ASB/Other):

Location of Services (District/Site Name):

1. _____ **This Coversheet**
2. _____ **Page 2 Consultant Dates & Term of Agreement**
3. _____ **Page 2 Detailed Services Consultant is providing**
(If your Consultant has provided you with an extensive description, it is ok to type in "See Attachment A" and attach a description to this Agreement)
4. _____ **Page 3 Payments & Fees**
5. _____ **W-9 (Consultant must provide a W-9 if new to the District)**
6. _____ **Pages 4-8 (Section #6) INSURANCE.**
Consultant must provide a Certificate of Insurance (COI) and Declarations page meeting requirements checked in Section #6. Site Administrator must discuss services with Business office to determine what's required of Consultant. The Matrix is included in this agreement for reference, located at the end of this agreement.
7. _____ **Page 9 (Section #9) AB 1584 Compliance for Technology Services (if applicable)**
applies to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes access to pupil records.
8. _____ **Page 11 Contact with Students**
Consultant must provide answers to Question #14 to determine student contact.
9. _____ **Page 12 Contractor Certification (for any on-site services during school time)**
10. _____ **Sign Agreement (once this template is completed and all required documents attached, the business office will send out the contract to all parties for signatures via Docusign)**

Morongo Unified School District

AGREEMENT FOR SERVICES

PLEASE NOTE: SITES ARE TO COMPLETE & EMAIL THIS AGREEMENT TO BUSINESS SERVICES, AT LEAST 4 WEEKS PRIOR TO THE START OF SERVICES TO ALLOW TIME FOR REVIEW & APPROVAL. ONCE YOU RECEIVE A FULLY EXECUTED COPY BACK YOU MAY BEGIN THE REQUISITION PROCESS (BE SURE TO ATTACH YOUR SIGNED AGREEMENT TO YOUR REQUISITION IN F2000). **SERVICES CANNOT BEGIN UNTIL THIS AGREEMENT IS FULLY EXECUTED.**

THIS AGREEMENT made and entered into by and between the **Morongo Unified School District**, hereinafter called "**DISTRICT**" and _____, hereinafter called "**CONSULTANT**".

TERM: This Agreement shall begin on _____ and terminate upon completion of services but no later than _____ unless the Agreement is terminated sooner as set forth.

RECITALS

WHEREAS, CONSULTANT is specifically skilled, trained, experienced, licensed and competent to render the services and advice described in Article I of this agreement and **DISTRICT** requires these services. If during the course of the performance of this agreement, Consultant or any other person hired by Consultant, is no longer licensed, or is otherwise unable to perform the services provided herein, whether due to suspension or termination of any required license, or for any other reason, Consultant shall immediately notify the District; and

WHEREAS, DISTRICT is unable to obtain the services and advice described in Item 1 of this agreement at no cost from public agencies;

NOW, THEREFORE, DISTRICT and **CONSULTANT** mutually agree as follows:

1. DESCRIPTION OF CONSULTANT SERVICES

CONSULTANT agrees to render the following on the dates and times herein stated in accordance with directions stipulated by the **DISTRICT** or a person delegated by it:

Site(s):

Date(s) of Service:

Description: The Consultant will provide the following services to the District (provide a detailed description of services or attach one and reference the attachment here):

_____ Both parties agree that services involving students will not be provided unless a staff member of Morongo Unified School District is present at all times.

2. INDEPENDENT CONTRACTOR

CONSULTANT, in the performance of this agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind of 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 Workers' Compensation. **CONSULTANT** assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this agreement. **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** employees.

The parties acknowledge the District periodically reports to the California State Teachers' Retirement System (STRS) and the California Public Employees' Retirement System (PERS) earnings paid to individuals receiving retirement benefits under STRS and PERS and the District may be obligated to report earnings of independent contractors and their employees who are receiving STRS or PERS retirement benefits. Therefore, prior to providing any services under this Agreement, **CONSULTANT** shall provide written notice to the District of all employees and subcontractors of the **CONSULTANT** who are receiving STRS and PERS retirement benefits and who will provide services to the District under this Agreement. Thereafter, during the term of this Agreement, **CONSULTANT** shall provide written notice to the District within five (5) business days of becoming aware of any additional employees or subcontractors of **CONSULTANT** providing services under this Agreement who are receiving STRS or PERS retirement benefits. **CONSULTANT** shall take reasonable measures to determine whether its employees providing services under this Agreement are receiving these benefits.

3. CONSULTANT/VENDOR'S FEE AND PAYMENT

a. The **DISTRICT** agrees to compensate the **CONSULTANT** as follows for services rendered:

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b. In addition to the above, the **DISTRICT** agrees to compensate the **CONSULTANT** only for the following authorized expenses (if none, enter 'NONE'):

NONE

c. **DISTRICT** will not withhold federal or state income tax deductions from payment made to **CONSULTANT** under this agreement, but will provide an "Individual" **CONSULTANT** with a statement of earnings at the conclusion of each calendar year **If you are new to the District, please attach a W-9 to this agreement.**

d. **CONSULTANT** will provide **DISTRICT** with an invoice for payment. Invoices should be **emailed** to accounting.inv@morongo.k12.ca.us or mailed to Morongo Unified School District, Att: Accounting, P.O. Box 1209, Twentynine Palms, CA 92277.

e. **Availability of Funds.** The District may terminate this Agreement or a portion of the services referenced within based upon unavailability of federal, state, or district funds, by providing written notice to Consultant as soon as is reasonably possible after the District learns of said unavailability of funding.

4. SUCCESSORS AND ASSIGNS

This agreement shall not be assignable except with the written consent of the parties hereto.

5. INDEMNIFICATION/HOLD HARMLESS

CONSULTANT hereby agrees to indemnify, defend, save and hold harmless the **DISTRICT**, its officers, employees, agents and volunteers from and against any and all liability, loss, expense including reasonable attorney fees, court costs, and claims for bodily injury, including death, property damage or damages of any kind or character, arising out of the performance of the services rendered by **CONSULTANT**, and specifically including sexual assault or molestation, cyber risks, including, but not limited to, data breach, breach of confidentiality and/or privacy, whether caused by any negligent error, omission, act or willful misconduct of **CONSULTANT** or any person employed by him or her, or working on his or her behalf.

6. INSURANCE REQUIREMENTS

Please provide a copy of your Certificate of Liability Insurance and Declarations Page with this agreement. Be sure to meet all insurance requirements or this may delay the agreement execution process. A Consultant's lack of insurance does not negate the Consultant's obligations under this contract.

CONSULTANT agrees to carry the following:

___ **Commercial General Liability** with limits of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage. Increase to \$2,000,000 Combined Single Limit per occurrence when Transportation is being provided. **Additional Insured** - **CONSULTANT** agrees to name California Schools Risk Management-JPA and Morongo Unified School District, its officers, officials, employees, agents and volunteers as additional insured. To the fullest extent permitted by law, the District, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of Contractor/Consultant's acts or omissions and ongoing and completed operations performed by or on behalf of the Contractor/Consultant.

___ **Automobile Liability** insurance with \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident, coverage to include "Owned, Non-Owned, and Hired" automobiles. Increase to \$5,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident when Transportation is being provided.

___ **Worker's Compensation/Employer's Liability** with limits of \$1,000,000 and Certificate of Insurance indicating "statutory" limits. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, \$1,000,000 per accident for bodily injury or disease. **Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the District for all work performed by the consultant, its employees, agents and subcontractors. (if you are an Independent Consultant and/or have 0 employees, please state that here). **NOTE:** Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

___ **Sexual Abuse or Molestation** Injury Limit of \$3,000,000 per occurrence or claim and \$3,000,000 aggregate (please check this box if you will be working directly with minors). **Additional Insured** - **CONSULTANT** agrees to name California Schools Risk Management-JPA and Morongo Unified School District, its officers, officials, employees, agents and volunteers as additional insured. To the fullest extent permitted by law, the District, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of Contractor/Consultant's acts or omissions and ongoing and completed operations performed by or on behalf of the Contractor/Consultant.

___ **Professional Liability or Errors & Omissions** insurance with limits of \$1,000,000 per occurrence. Additional insured is not required. (please check this box if you are a licensed professional)

___ **Medical Malpractice** (physicians, dentists, psychologists, etc.) insurance with limits of \$1,000,000 per occurrence/claim, \$2,000,000 aggregate. (please check this box if you are a licensed healthcare professional)

___ **Cyber Liability Insurance** (if applicable please check this box and check Part I or II, whichever applies)

Part I - Technology, Software & Database Providers such as IT Consultants, Systems Analysts, Website Designers, Cloud-Based Providers, Programmers, Software or System Installation Personnel, or similar:

___ **Cyber Liability (Technology Errors & Omissions) Insurance** with limit of not less than \$1,000,000 per occurrence or claim, with a \$2,000,000 aggregate (not to exclude unencrypted devices). Coverage shall be broad enough to respond to the duties and obligations to be undertaken by Contractor under this agreement, and shall include, but not be limited to the following coverages:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services.

If coverage is maintained on a claims-made basis, the following shall apply:

- The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the agreement, the Consultant/Vendor/Contractor must purchase an extended period of coverage for a minimum of three (3) years after completion of the contract services.

Part II - Technology, Software & Database Providers such as Payroll Personnel, Companies and/or Vendors Performing Services with Access to Confidential and/or Personally Identifiable Information, or similar:

___ **Cyber Liability (Privacy) Insurance** with limit of not less than \$1,000,000 per occurrence or claim, with a \$2,000,000 aggregate (not to exclude unencrypted devices). Coverage shall be broad enough to respond to the duties and obligations to be undertaken by Contractor under this agreement, and shall include, but not be limited to the following coverages:

- Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, security codes or personal identification numbers (PINS);
- Notification costs, credit monitoring and other expert services, regulatory fines and defense costs;
- Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon;
- Liability arising from professional misconduct or lack of the requisite skill required for the performances of services defined in the contract or agreement.

If coverage is maintained on a claims-made basis, the following shall apply:

- The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, the Consultant/Vendor/Contractor must purchase an extended period of coverage for a minimum of three (3) years after completion of the contract services.

Other Insurance Provisions:

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, agents and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Commercial General Liability and Childhood Sexual Assault coverages are to contain, or be endorsed to contain, the following provision: To the fullest extent permitted by law, the District, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of Contractor/Consultant's acts or omissions and ongoing and completed operations performed by or on behalf of the Contractor/Consultant.

For any claims related to this project, the Contractor/Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the District, except where cancellation is for nonpayment of premium, then 10 days' prior written notice shall be given.

If Professional Liability (Errors & Omissions) or Childhood Sexual Assault coverages are written on a claims-made form, the following shall apply:

- a. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of contract work.

Any insurance proceeds available to the contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum limits specified in the contract/agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII and admitted to do business in the state of California or accepted by the Surplus Lines Association to do business in California. A Non-admitted company should have an A.M. Best's rating of A- X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the consultant, its employees, agents and subcontractors.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, or ensure that its subcontractor's insurance is appropriate based upon the nature and scope of the work to be performed by subcontractor.

7. FAILURE TO PROVIDE SATISFACTORY SERVICE, Abandonment of Project, Cancellation of Agreement

a. If at any time during the performance of this Agreement, **DISTRICT** determines, at **DISTRICT'S** sole discretion, that **CONSULTANT/VENDOR'S** services are or have become unsatisfactory, or if at any time during the performance of this agreement, **DISTRICT** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, or for any other reason, **DISTRICT** shall have the right to cancel this Agreement and terminate the performance of **CONSULTANT/ VENDOR'S** services hereunder. In the event of such cancellation, **DISTRICT** shall give written notice to **CONSULTANT** of its intention to cancel two (2) days in advance of the effective date of the cancellation.

b. If the cancellation is for unsatisfactory performance, **DISTRICT** shall be obliged to pay **CONSULTANT** only for those services deemed by **DISTRICT** to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of **DISTRICT'S** decision to suspend indefinitely or abandon the work under this agreement, **DISTRICT** shall be obliged to pay **CONSULTANT** only for those services performed by **CONSULTANT** through the effective date of cancellation or termination.

8. SPECIAL PROVISIONS

a. Family Educational Rights and Privacy Act (FERPA)

In the course of providing services during the term of this contract, **CONSULTANT** may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. Such information is considered confidential and is therefore protected.

CONSULTANT agrees that it shall not use education records for any purpose other than in the performance of this agreement. Except as required by law, Consultant shall not disclose or share education records with any third party unless permitted by the terms of the agreement or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Consultant under this agreement.

In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the

CONSULTANT will immediately inform **DISTRICT** of such request in writing if allowed by law or judicial and/or administrative order. **CONSULTANT** shall not provide direct access to such data or information or respond to individual requests. **CONSULTANT** shall only retrieve such data or information upon receipt of, and in accordance with, written directions by **DISTRICT** and shall only provide such data and information to **DISTRICT**. It shall be **DISTRICT'S** sole responsibility to respond to requests for data or information received by **CONSULTANT** regarding District data or information. Should **CONSULTANT** receive a court order or lawfully issued subpoena seeking the release of such data or information, **CONSULTANT** shall provide immediate notification to District of its receipt of such court order or lawfully issued subpoena and shall immediately provide **DISTRICT** with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

b. Breach of Data

If **CONSULTANT** experiences a security breach concerning any education record covered by this agreement, then **CONSULTANT** will immediately notify the **DISTRICT** (no later than 48 hours after the breach has occurred) and **CONSULTANT** will take immediate steps to limit and mitigate such security breach to the extent possible.

The parties agree that any breach of the confidentiality obligation set forth in the agreement may, at DISTRICT's discretion, result in cancellation of further consideration for contract award and the CONSULTANT would be barred from providing services to the DISTRICT for a period of five (5) years. In addition, CONSULTANT agrees to indemnify and hold the DISTRICT harmless for any loss, cost, damage or expense suffered by DISTRICT, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

Upon termination of agreement, CONSULTANT shall have 10 days to return and/or destroy all data or information received from DISTRICT. CONSULTANT shall not retain copies of any data or information received from DISTRICT. Furthermore, CONSULTANT shall ensure that they dispose of any and all data or information received from DISTRICT in a DISTRICT approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices). CONSULTANT must provide the DISTRICT with proof or certification of a wipedown of data within 10 days after the termination of this agreement.

9. AB1584 COMPLIANCE for Technology Services Agreements (California Education Code §49073.1)

Technology services agreements entered into, amended, or renewed by a California LEA on or after January 1, 2015 must follow specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes access to pupil records. Does this apply to you as the CONSULTANT? Please check "yes" or "no."

APPLICABLE? _____Yes _____No

If yes, please provide the following information (if you require more space, please attach a separate sheet of paper to this agreement):

- a) A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupilgenerated content to a personal account;

- b) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;

- c) A description of the actions Consultant will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;

- d) A description of the procedures provided by Consultant to notify the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;

- e) By signing this agreement, the Consultant agrees that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of the agreement. **Please describe how this will be enforced?**

(NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account);

- f) The Consultant will be prohibited from using any information in the pupil record for any purpose other than those required or specifically permitted by the agreement;
- g) The Consultant will be prohibited from using personally identifiable information in pupil records to engage in targeted advertising.

10. COPPA and SOPIPA Compliance – In addition to the AB1584 above, CONSULTANT agrees that, to the extent required by Legal Requirements, the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under the Child Online Privacy Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA).

11. HIPAA Compliance - CONSULTANT agrees that, to the extent required by Legal Requirements, the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) (HIPAA).

12. NON-DISCRIMINATION - CONSULTANT shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment, or operation of its programs.

13. FEDERAL, STATE and LOCAL laws - CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to such work. CONSULTANT shall provide workers compensation insurance or self-insure his or her services.

14. STUDENT CONTACT. It is mandated that no compensated person may have contact with students until a clearance from the Department of Justice has been obtained. District/School Site will determine the totality of circumstances. **Please answer the following questions to determine Insurance and Certification requirements:**

a) How long will the Consultant be on site (times/dates)?

b) Will the Consultant have direct student contact? If so, will it be unsupervised (no MUSD staff present)?

c) Will the Consultant have anyone else with them on-site while providing services? (Consultant’s other employees and/or Consultant’s volunteers)

d) What is the ratio of Consultant/Students/MUSD staff present during services?

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act (UETA), and the parties hereby waive any objection to the contrary.

The Undersigned hereby certify that they are authorized to bind their respective entities.

CONSULTANT/VENDOR:	DISTRICT:
By: (Sign)	By: (Sign)
Print:	Print: Sharon Flores
Date:	Date:
Title:	Title: Assistant Superintendent - Business
Address:	Address: P.O. Box 1209 Twentynine Palms, CA 92277
Phone:	Phone: 760 367 9191
Email:	Email: Sharon_flores@morongo.k12.ca.us

Asst Supt/Director/Manager:

Principal (if on-site):



Morongo Unified School District Business Services

Office of the Assistant Superintendent

5715 Utah Trail - PO Box 1209, Twentynine Palms CA 92277

Phone 760-367-9191, ext. 4251

Fax 760 367 2512

CONTRACTOR/CONSULTANT/VENDOR CERTIFICATION

I, _____, am (an authorized representative of/doing business as) _____ (Name of Contractor/Consultant/Vendor) and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Morongo Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. I agree to provide the District with any subsequent arrest and conviction information I receive.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the person(s) who will be providing services to the Morongo Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the Morongo Unified School District of any additions/deletions as they occur.

Name	4-digits of SSN or full CDL#
_____	_____
_____	_____
_____	_____

(Attach additional page if necessary)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20 __, in San Bernardino County, California.

Name of Contractor/Consultant/Vendor

Name/Title of Authorized Representative

(Signature)

INSURANCE REQUIREMENTS MATRIX (REQUIRED MINIMUM)

Insurance Requirements Matrix

(Recommended Minimum Amounts)

Chap	Description	Certificate Pg. of Insurance	Add'l Insured	
1	Building Contractors	1		
	General Liability	\$5,000,000	X	
	Automobile Liability	\$1,000,000	X	
	Workers' Compensation	Statutory	X	
	Employer's Liability	\$1,000,000	Included	
	Professional Liability (Architects/Engineers)	\$1,000,000	X	
	Builder's Risk/Install. Floater (Consult CSRM)			
2	Contractors: Painters, Plumbers, Landscapers, etc.	8		
	General Liability	\$1,000,000	X	
	Automobile Liability	\$1,000,000	X	
	Workers' Compensation	Statutory	X	
	Employer's Liability	\$1,000,000	Included	
3	Environmental Contractors or Consultants	12		
	General Liability	\$1,000,000	X	
	Automobile Liability	\$1,000,000	X	
	Workers' Compensation	Statutory	X	
	Employer's Liability	\$1,000,000	Included	
	Pollution Liability and/or Asbestos Pollution Liability and/or Professional Liability	\$1,000,000 (occurrence); \$2,000,000 (aggregate)	X	X
4	Consultants/Professional Service Providers: auditor, engineer, insurance broker, specified medical practitioners, etc.	18		
	General Liability	\$1,000,000	X	
	Automobile Liability	\$1,000,000	X	
	Professional Liability (other than physicians)	\$1,000,000	X	
	Medical Malpractice (doctors, dentists, psychologists)	\$1,000,000	X	
	Workers' Compensation	Statutory	X	
	Employer's Liability	\$1,000,000	Included	
	Childhood Sexual Assault	*\$3,000,000	X	X
	Cyber Liability/Tech. Errors & Omissions	\$1,000,000	X	

**Waiver of Subrogation Required*

To protect all of the district's interests, always require both District and California Schools Risk Management named as "Additional Insured" in Certificates of Insurance to protect all your interests.

Chap	Description		Certificate Pg. of Insurance	Add'l Insured
5	Suppliers and/or Vendors		23	
	General Liability	\$1,000,000		X
	Automobile Liability	\$1,000,000		X
	Workers' Compensation	Statutory		*
	Property Insurance	Replacement Value		X
	Cyber Liability/Technology E&O	\$1,000,000		X
6	Bus Transportation and/or Contractors		26	
	General Liability	\$2,000,000		X
	Automobile Liability	\$5,000,000		X
	Workers' Compensation	Statutory		*
	Employer's Liability	\$1,000,000		Included
	Childhood Sexual Assault	*\$3,000,000		X
7	Use of Facilities: Private Citizens, Organizations or Non-business groups, etc.		30	
	General Liability	\$1,000,000		X
8	Independent Charter Schools		33	
	General Liability	\$5,000,000		X
	Automobile Liability	\$5,000,000		X
	School Board Legal Liability	\$5,000,000		X
	Workers' Compensation	Statutory		*
	Childhood Sexual Assault	\$3,000,000		X
9	Security Personnel		37	
	General Liability	\$1,000,000		X
	Automobile Liability	\$1,000,000		X
	Workers' Compensation	Statutory		*
	Employer's Liability	\$1,000,000		Included
	Professional Liability	\$1,000,000		X
	Childhood Sexual Assault	\$3,000,000		X
10	Cyber Liability and Technology Errors & Omissions		41	
	Cyber Liability	\$1,000,000		X
11	Unmanned Aerial Vehicles (aka Drones)		51	
	Aviation Liability/General Liability	\$1,000,000		X
	Workers' Compensation	Statutory		*
	Employer's Liability	\$1,000,000		Included

***Waiver of Subrogation Required**

To protect all of the district's interests, always require both District and California Schools Risk Management named as "Additional Insured" in Certificates of Insurance to protect all your interests.