

# MHUSD Contracts

## General

- For annual contracts, complete them during the summer prior to the start of the new school year
- Do not turn in contracts that haven't been fully executed (signed) by the contractor. MHUSD should always be the last signature!
- Do not turn in a contract that is incomplete or doesn't have all the notes from previous signers answered/fixed
- Add sign here stickers if there are any signatures needed outside the standard contract or cover page
- Any additional information to the scope should be attached as an Exhibit with it mentioned in the scope and with "Exhibit X" clearly printed on the page
- Get contracts in on time, plan that a contract will take two weeks for routing
- Do not have anything handwritten on the contract
- Do not attach vendor's contract to our contract
- **Do not have the vendor start work before the contract is signed**
  - **Kirsten is the only person who should sign the contracts for the District**
  - If you give permission for the vendor to start performing services before the contract is signed, **you** may be held personally financially liable

## Description of Scope of Services (Section 12)

- Descriptions need to be spelled correctly
- Descriptions need to be comprehensive (if we go to court, the judge needs to be able to read the contract and easily understand what services were to be provided). The judge can not and will not infer the services we thought we were getting. BE SPECIFIC! Clarity is paramount. Ambiguity must be avoided. If a dispute arises, the more clearly the contract is written, the easier it will be for the judge to sort out each party's obligations.

## Bad example

*Kirsten will train Morgan Hill USD employees in QCC software.*

## Good example

*Kirsten will deliver training sessions in QCC software (Version 15) to 35 staff members from Morgan Hill USD. Training will be held on May 10 and 11 2020, starting at 9am, with each session lasting at least 3 hours. Training will be conducted at the District Office of Morgan Hill USD. The training services will include providing a QCC software user manual and a one-page help sheet for each trainee.*

## **Workers' Compensation**

- Only check one box
  - *By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.*
    - **Check this box when** vendor is completing a certificate of insurance with MHUSD listed as the additional insured
  - *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 the ability to self-insure and to pay any compensation that may become due to its employees.*
    - **Check this box when** the vendor is self-insured and vendor provides [Certificate of Consent to Self-Insure](#)
  - *I understand that California Labor Code § 3700 et seq requires employers to provide workers' compensation insurance coverage for any employees of my business. I hereby warrant that this business is exempt from the California Labor Code provisions regarding workers' compensation insurance because it has no employees working in California or is a sole-owner with no employees.*
    - **Check this box when** none of the vendor's employees are in California or the vendor is the sole owner of the business with no employees

## **Tuberculosis Clearance**

- Only check one box
  - *The VENDOR ensures that any person providing any portion of the services has completed the Tuberculosis Risk Assessment Questionnaire (in accordance with California Education Code Section 49406 and Health and Safety Code Sections 121525-121555) and found that VENDOR does not have risk factors, or if tuberculosis risk factors were identified, the patient has been examined and determined to be free of infectious tuberculosis, by a physician or surgeon, within 60 days of Board approval of the Agreement, or if previous contractor to the DISTRICT, within the last four (4) years. If there is however a positive result,*

*chest x-ray verification is required. Upon the DISTRICT'S request, a complete and accurate list of VENDOR'S employees and of all of its subcontractors' employees, who may come in contact with DISTRICT pupils during the course and scope of the Agreement, will be required to be furnished – indicating the date of each person's completion of the questionnaire and if necessary physical examination.*

- **Check this box when** the vendor **will** come in contact with students and a school site
- *VENDOR'S Scope of Work under this Agreement is to be provided at an unoccupied school site only or will not be done on any DISTRICT property where any employee and / or subcontractor or supplier of any tier of Agreement shall come in contact with DISTRICT pupils.*
- **Check this box when** the vendor **will not** come in contact with students or a school site

## **Fingerprinting**

- Always needed if vendor will be on any campus or interacting with any students
- Only check one box unless you check the third box, then you will need to check one more box
  - *(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))*
    - **Check this box when** there will be limited or no contact with students and a district employee can ensure student safety. This box is rarely checked except when professional development is provided to staff at the District Office.
  - *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.*

- **Check this box when** vendor will adhere to fingerprinting requirements
- *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:*

- **Check this box when** one of the following applies

- *The installation of a physical barrier at the worksite to limit contact with pupils*
  - **Check this box when** vendor will be on site, however, there is a physical barrier that the vendor cannot cross to be near students
- *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.*
  - **Check this box when** an employee of the vendor is already fingerprinted and will be directly supervising all other employees
- *Surveillance of employees by DISTRICT personnel. (To be completed by authorized DISTRICT employee only)*

- **Check this box when** vendor and vendor employees will be directly supervised at all times by district employee

## **Addendum for Technology Service Agreements**

- Complete this document when student records will be obtained by the vendor

## **COVID-19 Certification**

- Always needed if vendor will be on any campus or interacting with any students or staff
- Only check one box
  - Check this box when the vendor will not be on any campus or have any interactions with students or staff (example: meeting via Zoom)
    - Contractor and/or Contractor Parties will not be present on a District school site and will not have close contact\* with District students or staff during the term of this Agreement. Contractor and/or Contractor Parties shall adhere to all applicable COVID-19 safety standards.
  - Check this box when the vendor will either be on campus and or interacting with students/staff. The vendor will need to provide proof of vaccination for each of their employees involved. These copies will need to be included in the contract for approval from Kirsten.
    - Contractor and/or Contractor Parties shall or may perform services on a District school site and have close contact\* with District students or staff during the term of this Agreement. At no cost to the District, Contractor and/or Contractor Parties employees will have been fully vaccinated against COVID-19 as defined by the Centers for Disease Control and Prevention (CDC) before starting services. Prior to commencing work, Contractor and/or Contractor Parties shall provide a list of those who will be performing services and their corresponding proof of vaccination. Contractor shall maintain on file records showing that the Contractor and/or Contractor Parties were vaccinated against COVID-19. These records shall be regularly maintained and updated by Contractor and shall be provided to the District with the initial contract and upon request or audit afterwards. Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students and staff. Contractor and/or Contractor Parties shall adhere to all applicable COVID-19 safety standards.

## **Insurance**

- Make sure that Vender is not submitting just “proof of insurance” - MHUSD must be listed as additional insured
- Make sure Workers’ Comp is included unless marked otherwise on the WC form
- Make sure the dates on the insurance cover the time period of the contract

- ✓ Morgan Hill Unified School District marked as Additional Insured under each type of insurance
- ✓ General Liability: \$1 Million (at least)
- ✓ Professional Liability (errors and omissions): \$1 Million (at least)
- ✓ Automotive Liability: \$1 Million (at least)
- ✓ Expiration date to cover time during contract under each type of insurance
- ✓ Morgan Hill Unified School District named as Certificate Holder
- ✓ Notice of Cancellation

## Evidence of Coverage Checklist

- ✓ Morgan Hill Unified School District marked as Additional Insured under each type of insurance

TYPE OF COVERAGE	ADDL INSR
GENERAL LIABILITY	
✓ OCCURRENCE	✓
✓ Personal Injury	
✓ Errors & Omission	
✓ Employment Practices	

- ✓ General Liability: \$1 Million (at least)

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT OF LIABILITY / COVERAGE
GENERAL LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE \$ \$1,000,000
✓ OCCURRENCE	X	MOC #158	7/1/2015	7/1/2016	AGGREGATE \$ N/A
✓ Personal Injury					\$
✓ Errors & Omission					\$
✓ Employment Practices					\$

- ✓ Professional Liability (errors and omissions): \$1 Million (at least)

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT OF LIABILITY / COVERAGE
GENERAL LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE \$ \$1,000,000
✓ OCCURRENCE	X	MOC #158	7/1/2015	7/1/2016	AGGREGATE \$ N/A
✓ Personal Injury					\$
✓ Errors & Omission					\$
✓ Employment Practices					\$

- ✓ Automotive Liability: \$1 Million (at least)

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT OF LIABILITY / COVERAGE
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE \$ \$1,000,000
✓ AUTOMOTIVE PHYSICAL DAMAGE		MOC #158	7/1/2014	7/1/2015	ACTUAL CASH VALUE \$
✓ COMPREHENSIVE / COLLISION					\$
ANY AUTO					\$
✓ Owned Auto					\$
✓ Hired Auto					\$

- ✓ Expiration date to cover time during contract under each type of insurance

POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
7/1/2015	7/1/2016

- ✓ Morgan Hill Unified School District named as Certificate Holder

As respects to	
<b>CERTIFICATE HOLDER</b>	CANB
Morgan Hill Unified School District 15600 Concord Ct Morgan Hill, CA 95037	Should to the COTB any to
	NOTE

- ✓ Notice of Cancellation

<b>CANCELLATION</b>
Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.

## **Amendment**

- If anything changes on the contract, an amendment needs to be completed