



SANTA ANA UNIFIED SCHOOL DISTRICT

CONTRACTS HANDBOOK



STEPS TO EXECUTING AN AGREEMENT WITH SANTA ANA UNIFIED SCHOOL DISTRICT

- 1.) District staff will work with prospective Consultant or Partner to generate a detailed scope of work to meet District needs.
- 2.) District staff will begin initiating the process internally upon receipt of Scope of Work AND List of Personnel expected to provide services to the District.
- 3.) The Purchasing Department will reach out to Consultant and Partner to provide a draft of the agreement and provide requirements needed before finalizing an agreement. Requirements are as follows:
 - a. Insurance Certificate with additional endorsement page. Please refer to page 10 of the guide for further details.
 - b. TB Certification. Requirement for all on-site personnel. Please refer to page 4 for more details.
 - c. Livescan Documentation. Please refer to page 3 for more details.
 - d. W-9 (if applicable)
- 4.) Contracts at no cost or over \$25,000 will require Board of Education Approval before execution of agreement.

BACKGROUND CHECKS

- District staff will need list of personnel providing services under the agreement. If there are any changes to the list, notify contract administrator.
- District staff will provide a Live scan form with District ORI number. It is preferable to conduct the livescan directly at the District School Police. The cost is **\$49** a person one time fee.
- Contact Jaime Diaz, School Police, for any live scan updates.
 - Jaime.Diaz@saUSD.us



California School Employee Tuberculosis (TB) Risk Assessment Questionnaire



(for pre-K, K-12 schools and community college employees, volunteers and contractors)

- Use of this questionnaire is required by California Education Code sections 49406 and 87408.6, and Health and Safety Code sections 1597.055 and 121525-121555.^
- The purpose of this tool is to identify **adults** with infectious tuberculosis (TB) to prevent them from spreading disease.
- Do not repeat testing unless there are **new** risk factors since the last negative test.
- Do not treat for latent TB infection (LTBI) until active TB disease has been excluded:
For individuals with signs or symptoms of TB disease or abnormal chest x-ray consistent with TB disease, evaluate for active TB disease with a chest x-ray, symptom screen, and if indicated, sputum AFB smears, cultures and nucleic acid amplification testing. A negative tuberculin skin test (TST) or interferon gamma release assay (IGRA) does not rule out active TB disease.

Name of Person Assessed for TB Risk Factors: _____

Assessment Date: _____

Date of Birth: _____

History of Tuberculosis Disease or Infection (Check appropriate box below)

☐ Yes

- If there is a **documented** history of positive TB test or TB disease, then a symptom review and chest x-ray (if none performed in the previous 6 months) should be performed at initial hire by a physician, physician assistant, or nurse practitioner. If the x-ray does not have evidence of TB, the person is no longer required to submit to a TB risk assessment or repeat chest x-rays.

☐ No (Assess for Risk Factors for Tuberculosis using box below)

TB testing is recommended if **any** of the 3 boxes below are checked

☐ One or more sign(s) or symptom(s) of TB disease

- TB symptoms include prolonged cough, coughing up blood, fever, night sweats, weight loss, or excessive fatigue.

☐ Birth, travel, or residence in a country with an elevated TB rate for at least 1 month

- Includes countries **other than** the United States, Canada, Australia, New Zealand, or Western and North European countries.
- Interferon gamma release assay (IGRA) is preferred over tuberculin skin test (TST) for non-US-born persons.

☐ Close contact to someone with infectious TB disease during lifetime

Treat for LTBI if TB test result is positive and active TB disease is ruled out

^The law requires that a health care provider administer this questionnaire. A health care provider, as defined for this purpose, is any organization, facility, institution or person licensed, certified or otherwise authorized or permitted by state law to deliver or furnish health services. A Certificate of Completion should be completed after screening is completed (page 3).

California School Employee Tuberculosis (TB) Risk Assessment User Guide

(for pre-K, K-12 schools and community college employees, volunteers and contractors)

Background

California law requires that school staff working with children and community college students be free of infectious tuberculosis (TB). These updated laws reflect current federal Centers for Disease Control and Prevention (CDC) recommendations for targeted TB testing. Enacted laws, AB 1667, effective on January 1, 2015, SB 792 on September 1, 2016, and SB 1038 on January 1, 2017, require a TB risk assessment be administered and if risk factors are identified, a TB test and examination be performed by a health care provider to determine that the person is free of infectious tuberculosis. The use of the California School Employee TB Risk Assessment and the Certificate of Completion, developed by the California Department of Public Health (CDPH) and California TB Controllers Association (CTCA) are also required.

AB 1667 impacted the following groups on 1/1/2015:

1. Persons employed by a K-12 school district, or employed under contract, in a certificated or classified position (California Education Code, Section 49406)
2. Persons employed, or employed under contract, by a private or parochial elementary or secondary school, or any nursery school (California Health and Safety Code, Sections 121525 and 121555).
3. Persons providing for the transportation of pupils under authorized contract in public, charter, private or parochial elementary or secondary schools (California Education Code, Section 49406 and California Health and Safety Code, Section 121525).
4. Persons volunteering with frequent or prolonged contact with pupils (California Education Code, Section 49406 and California Health and Safety Code, Section 121545).

SB 792 impacted the following group on 9/1/2016:

Persons employed as a teacher in a child care center (California Health and Safety Code Section 1597.055).

SB 1038 impacted the following group on 1/1/2017:

Persons employed by a community college district in an academic or classified position (California Education Code, Section 87408.6).

Testing for latent TB infection (LTBI)

Because an interferon gamma release assay (IGRA) blood test has increased specificity for TB infection in persons vaccinated with BCG, IGRA is preferred over the tuberculin skin test (TST) in these persons. Most persons born outside the United States have been vaccinated with BCG.

Previous or inactive tuberculosis

Persons with a previous chest radiograph showing findings consistent with previous or inactive TB should be tested for LTBI. In addition to LTBI testing, evaluate for active TB disease.

Negative test for LTBI does not rule out TB disease

It is important to remember that a negative TST or IGRA result does not rule out active TB disease. In fact, a negative TST or IGRA in a person with active TB can be a sign of extensive disease and poor outcome.

Symptoms of TB should trigger evaluation for active TB disease

Persons with any of the following symptoms that are otherwise unexplained should be medically evaluated: cough for more than 2-3 weeks, fevers, night sweats, weight loss, hemoptysis.

Most patients with LTBI should be treated

Because testing of persons at low risk of LTBI should not be done, persons that test positive for LTBI should generally be treated once active TB disease has been ruled out. However, clinicians should not be compelled to treat low risk persons with a positive test for LTBI.

Emphasis on short course for treatment of LTBI

Shorter regimens for treating LTBI have been shown to be more likely to be completed and the 3 month 12-dose regimen has been shown to be as effective as 9 months of isoniazid. Use of these shorter regimens is preferred in most patients. Drug-drug interactions and contact to drug resistant TB are typical reasons these regimens cannot be used.

Repeat risk assessment and testing

If there is a documented history of positive TB test or TB disease, then a symptom review and chest x-ray should be performed at initial hire. Once a person has a documented positive test for TB infection that has been followed by a chest x-ray (CXR) that was determined to be free of infectious TB, the TB risk assessment (and repeat x-rays) is no longer required.

Repeat risk assessments should occur every four years (unless otherwise required) to identify any additional risk factors, and TB testing based on the results of the TB risk assessment. Re-testing should only be done in persons who previously tested negative, and have new risk factors since the last assessment.

Please consult with your local public health department on any other recommendations and mandates that should also be considered.

Certificate of Completion Tuberculosis Risk Assessment and/or Examination

To satisfy **job-related requirements** in the California Education Code, Sections 49406 and 87408.6 and the California Health and Safety Code, Sections 1597.055, 121525, 121545 and 121555.

First and Last Name of the person assessed and/or examined:

Date of assessment and/or examination: _____mo./_____day/_____yr.

Date of Birth: _____mo./_____day/_____yr.

The above named patient has submitted to a tuberculosis risk assessment. The patient 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.

X _____

Signature of Health Care Provider completing the risk assessment and/or examination

Please print, place label or stamp with Health Care Provider Name and Address (include Number, Street, City, State, and Zip Code):



California School Employee Tuberculosis Risk Assessment Frequently Asked Questions



California law requires that school staff working with children and community college students be free of infectious tuberculosis (TB). These updated laws reflect current recommendations for targeted TB testing from the federal Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Conference of Local Health Officers and the California Tuberculosis Controllers Association (CTCA).

What specifically did AB 1667 change on January 1, 2015?

1. Replaces the mandated TB examination on initial employment with a TB risk assessment, and TB testing based on the results of the TB risk assessment, for the following groups:
 - a. Persons initially employed by a school district, or employed under contract, in a certificated or classified position (California Education Code, Section 49406)
 - b. Persons initially employed, or employed under contract, by a private or parochial elementary or secondary school or any nursery school (California Health and Safety Code, Sections 121525 and 121555)
 - c. Persons providing for the transportation of pupils under authorized contract (California Health and Safety Code, Section 121525)
2. Replaces the mandated TB examination at least once each four years of school employees who have no identified TB risk factors or who test negative for TB infection with a TB risk assessment, and TB testing based on the TB risk assessment responses. (California Education Code, Section 49406 and California Health and Safety Code, Section 121525)
3. Replaces mandated TB examination (within the last four years) of volunteers with "frequent or prolonged contact with pupils" in private or parochial elementary or secondary schools, or nursery schools (California Health and Safety Code, Section 121545) with a TB risk assessment administered on initial volunteer assignment, and TB testing based on the results of the TB risk assessment.
4. For school district volunteers with "frequent or prolonged contact with pupils," mandates a TB risk assessment administered on initial volunteer assignment and TB testing based on the results of the TB risk assessment. (California Education Code, Section 49406)

What specifically did SB 792 change on September 1, 2016?

California Health and Safety Code, Section 1597.055 requires that persons hired as a teacher in a child care center must provide evidence of a current certificate that indicates freedom from infectious TB as set forth in California Health Safety Code, Section 121525.

What specifically does SB 1038 change on January 1, 2017?

California Education Code, Section 87408.6 requires persons employed by a community college in an academic or classified position to submit to a TB risk assessment developed by CDPH and CTCA and, if risk factors are present, an examination to determine that he or she is free of infectious TB; initially upon hire and every four years thereafter.



California School Employee Tuberculosis Risk Assessment Frequently Asked Questions



Who developed the school staff and volunteer TB risk assessment?

The California Department of Public Health (CDPH) and the California Tuberculosis Controllers Association (CTCA) jointly developed the TB risk assessment. The risk assessment was adapted from a form developed by Minnesota Department of Health TB Prevention and Control Program and the Centers for Disease Control and Prevention.

Who may administer the TB risk assessment?

Per California Education and Health and Safety Codes, the TB risk assessment is to be administered by a health care provider. The risk assessment should be administered face-to-face. However, given the COVID-19 emergency response, the TB risk assessment may also be administered via telehealth. The practice of allowing employees or volunteers to self-assess is discouraged.

What is a "health care provider"?

A "health care provider" means any organization, facility, institution or person licensed, certified or otherwise authorized or permitted by state law to deliver or furnish health services.

If someone is a new employee and has a TB test that was negative, would he/she need to also complete a TB risk assessment?

Check with your employer about what is needed at the time of hire.

If someone transfers from one K-12 school or school district to another school or school district, would he/she need to also complete a TB risk assessment?

Not if that person can produce a certificate that shows he or she was found to be free of infectious tuberculosis within 60 days of initial hire, or the school previously employing the person verifies that the person has a certificate on file showing that the person is free from infectious tuberculosis.

If someone does not want to submit to a TB risk assessment, can he/she get a TB test instead? Yes, a TB test, and an examination if necessary, may be completed instead of submitting to a TB risk assessment.

If someone has a positive TB test, can he/she start working before the chest x-ray is completed? No, the x-ray must be completed and the person determined to be free of infectious TB prior to starting work.

If someone has a positive TB test, does he/she need to submit to a chest x-ray every four (4) years?

No, once a person has a documented positive TB test followed by an x-ray, repeat x-rays are no longer required every four years. If an employee or volunteer becomes symptomatic for TB, then he/she should promptly seek care from his/her health care provider.



California School Employee Tuberculosis Risk Assessment Frequently Asked Questions



What screening is required for someone who has a history of a positive TB test or TB disease at hire?

If there is a documented history of positive TB test or TB disease, then a symptom review and chest x-ray (if none performed in previous 6 months) should be performed at initial hire by a physician, physician assistant, or nurse practitioner. Once a person has a documented positive test for TB infection that has been followed by an x-ray that was determined to be free of infectious TB, the TB risk assessment (and repeat x-rays) is no longer required. If an employee or volunteer becomes symptomatic for TB, then he/she should seek care from his/her health care provider.

For volunteers, what constitutes “frequent or prolonged contact with pupils”?

Examples of what may be considered “frequent or prolonged contact with pupils” include, but are not limited to, regularly-scheduled classroom volunteering and field trips where cumulative face-to-face time with students exceeds 8 hours.

Who may sign the Certificate of Completion?

- If the patient has no TB risk factors then the health care provider completing the TB risk assessment may sign the Certificate of Completion.
- If a TB test is performed and the result is negative, then the licensed health care provider interpreting the TB test may sign the Certificate.
- If a TB test is positive and an examination is performed, only a physician, physician assistant, or nurse practitioner may sign the Certificate.

What does “determined to be free of infectious tuberculosis” mean on the Certificate of Completion?

“Determined to be free of infectious TB” means that a physician, physician assistant, or nurse practitioner has completed the TB examination and provided any necessary treatment so that the person is not contagious and cannot pass the TB bacteria to others. The TB examination for active TB disease includes a chest x-ray, symptom assessment, and if indicated, sputum collection for acid-fast bacilli (AFB) smears cultures and nucleic acid amplification testing.

What if I have TB screening or treatment questions?

Consult the federal Centers for Disease Control and Prevention’s *Latent Tuberculosis Infection: A Guide for Primary Health Care Providers* (2013) (<http://www.cdc.gov/tb/publications/LTBI/default.htm>). If you have specific TB screening or treatment questions, please contact your local TB control program (<http://www.ctca.org/locations.html>).

Who may I contact to get further information or to download the TB risk assessment?

- California Tuberculosis Controllers’ Association
<https://www.ctca.org/providers/>
- California Department of Public Health, Tuberculosis Control Branch: (510) 620-3000
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TBCB.aspx>
- California School Nurses Organization: (916) 448-5752 or email csno@csno.org
<http://www.csno.org/>

Insurance Guide

*Insurance requirements are dependent on Scope of Work.

Insurance	Per Occurrence/Aggregate Limits	Services Requiring Coverage
General Liability and Automobile	\$1,000,000/\$2,000,0000	ALL
Workers Compensation	Statutory/\$1,000,000	ALL
Professional Liability	\$1,000,000/\$2,000,000	If it is only physical work, then a standard liability policy (general and/or automobile) will most likely cover all your exposures to loss. However, if the work or a portion of the work is expected to involve primarily thinking, Professional Liability insurance is required.
Abuse and Molestation	\$1,000,000/\$2,000,000	Businesses/organizations/consultants that provide instructional or support services to students/minors, or uses the district's facilities to provide child care services or for various types of camps, should carry insurance for sexual abuse and molestation liability that also protects the school for liability arising out of the business's operations and activities.
Cyber Liability Insurance	\$1,000,000/\$2,000,000	Consultants that are at risk for privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

General Liability Insurance (required for all agreements) A policy of commercial general liability insurance that is written on an “occurrence” basis and that provides coverage with a combined single limit of **not less than \$1,000,000** for all activities conducted by the Consultant.

Provides coverage for the following liability exposures:

- Premises and Operations Liability
- Personal Injury/Advertising Liability
- Products/Completed Operations Liability
- Liability assumed under an insured Contract (including tort of another assumed in a business contract), and
- Independent Contractors

Business Auto Liability Insurance (not required for virtual services) A policy of business auto liability insurance (however denominated) that is written on an “occurrence” basis, and has coverage limits of not less than \$1,000,000 per occurrence and **\$1,000,000 aggregate** (“Vehicle Liability Policy”). The Vehicle Liability Policy must include, without limitation, coverage for liability, property damage, bodily injury, and uninsured-underinsured motorists.

Automobile Liability insurance coverage **should be required for contracts contemplating any use of an automobile**, for example: construction projects, premises lease agreements, service contracts, and student transportation.

Abuse-Molestation Insurance. A policy of abuse-molestation insurance (“Abuse Policy”) that: (1) is separate from the General Liability Policy and any professional liability and other insurance policies that the Consultant may have in effect; (2) is written on an “occurrence” basis; (3) has coverage limits of not less than **\$1,000,000 per occurrence and \$2,000,000 aggregate**.

Businesses/organizations/consultants that provide instructional or support services to students/minors, or uses the district’s facilities to provide child care services or for various types of camps, should carry insurance for sexual abuse and molestation liability that also protects the school for liability arising out of the business’s operations and activities. **Oftentimes, this coverage is provided by endorsement to the CG policy. If obtained in this manner, then check to confirm that a lesser sublimit, than the full per occurrence limit, is not in effect for this coverage.**

Professional Liability Insurance. A policy of professional liability insurance, with coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Professional Liability insurance protects against losses that occur when a “professional” errors in judgment, planning, or design that could result in an economic loss to the district. The term “Professional Liability” may have a different meaning when it relates to insurance and school contractors. In order to determine if you should require Professional Liability insurance, ask yourself:

- Is the professional licensed or certified (i.e. architect, consultant, nurse, physician, social worker, paramedic, attorney, engineer, etc.)?
- Will information developed by the professional be used in a decision-making process within the school that could create a liability?
- Will the District suffer an economic loss if there is an error in judgment, planning, or design by the professional? If the answer is yes to either of these questions, then professional liability should be required.

Examples of services that would require Professional Liability coverage include: Accountants, Appraisers, Architects/Landscape Architects, Attorneys, Auditors, Software Programmers/Designers, Engineers/Surveyors, Financial/Investment Consultants Insurance/Risk Management/Actuarial Consultants Medical Professionals, Counselors/Social Workers

Cyber Liability. Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the District and cover breach response costs and regulatory fines and penalties.

Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information and protected health information. Coverage should include:

- Claims for personal injury and/or intellectual property violations in a digital, online, or media environment

- Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service
- Defense costs in regulatory proceedings (state and federal) involving violation of privacy laws.
- Crisis management, notification, credit monitoring, and other expert services.

Workers' Compensation Insurance. A policy of workers' compensation insurance as required by California law ("Worker Compensation Policy"). Notwithstanding the insurer standards set forth in Section 6.2 herein, coverage provided by the California State Compensation Insurance Fund shall be deemed, with respect to the Worker Compensation Policy, to satisfy such insurer rating standards.

Umbrella Liability An Umbrella Liability policy (or "Following Form" Excess Liability) is an additional layer of coverage usually that sits over Commercial General Liability, Commercial Auto Liability, and Employer's Liability. The most common use of such a policy is to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits of insurance. Umbrella or Following Form Excess can also be excess of professional, cyber, or pollution liability coverages.

Appendix A - Certificate of Insurance (Standard Form)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL	SUBR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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Appendix B - Certificate of Insurance (Annotated Form)

Appendix C - Primary and Noncontributory
Reproduction of Insurance Services Office, Inc. Form

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Appendix D - Additional Insured ISO Endorsements
Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Santa Ana Unified School District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, but not including the District, the "District Agents")

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is made effective as of [Month, DD, YYYY] ("Effective Date") by and between the Santa Ana Unified School District ("District") and [Consultant Name] ("Consultant"). The District and the Consultant may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

B. The District has a need for the following services ("Services"): [enter brief, general description of services — detailed description to be set forth in Exhibit A].

C. The District has determined that the Services are not available within the District, cannot be performed satisfactorily by District employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the District.

D. The District has determined that the Consultant is specially trained, experienced, and competent to perform services of the same type and nature as the Services described herein.

E. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Consultant to provide the Services for the District.

Now, therefore, in consideration of the foregoing and of their respective rights and obligations pursuant to this Agreement, consideration that each Party hereby acknowledges is adequate, the Parties agree as follows:

AGREEMENT

PART 1. PERFORMANCE OF SERVICES

Section 1.1 Scope of Services. A detailed description of the Services to be performed by the Consultant pursuant to this Agreement ("Scope of Services") is set forth in Exhibit "A" attached to this Agreement. The Consultant shall perform the Services in strict accordance with the Scope of Services and other provisions of this Agreement.

Section 1.2 Agreement Term. The term of this Agreement ("Term") shall commence on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, the Term shall expire on _____, 202_.

Section 1.3 District and Consultant Administrators. The representatives of the District identified in Exhibit "B" attached to this Agreement (each a "District Administrator") shall, on behalf of

the District, be responsible for administering this Agreement and for monitoring, overseeing, evaluating, approving, and accepting the Services provided pursuant to this Agreement. The representatives of the Consultant for all purposes of this Agreement and the Services (each a "Consultant Administrator") are also identified in Exhibit B hereto. The Consultant Administrators shall coordinate the performance of the Services with the District Administrators and shall direct any and all questions, submittals, and receivables to the District Administrators. For avoidance of doubt, no supplement, amendment, or other modification to this Agreement shall be valid or binding absent approval (whether directly or through delegation and ratification) by the Board of Education of the Santa Ana Unified School District ("District Board").

Section 1.4 Coordination and Metrics. The Parties shall reasonably cooperate in scheduling and conducting monthly meetings, at mutually acceptable times and dates, to include: (i) one or more of the District Administrators; (ii) other District representatives as the District deems appropriate and/or necessary; (iii) one or more of the Consultant Administrators; and (iv) other Consultant representatives as the Consultant deems appropriate and/or necessary. The purpose of such monthly meetings shall be to coordinate and discuss the progress of the Services, as well as any potential or existing concerns or issues relating to the Services. The Parties shall establish mutually acceptable criteria and processes for ongoing program assessment and evaluation, which may include, but is not limited to, the District's assessment metrics and other metrics that may be applicable in connection with District, local, state, or federal programs. The Parties also shall, from time to time as determined appropriate by the District, review program content to ensure that the Consultant's services and standards are aligned with the District's goals, including, but not limited to, its Local Control Accountability Plan ("LCAP").

Section 1.5 Time is of the Essence. Time is of the essence with respect to the performance by the Consultant of each and all of the Services and of the Consultant's other obligations pursuant to this Agreement.

Section 1.6 Labor, Materials, and Supplies. The Consultant shall furnish, at its own expense, any and all labor, materials, equipment, supplies, and other things needed by the Consultant to satisfactorily perform the Services in accordance with this Agreement.

Section 1.7 Permits/Licenses. The Consultant and, as applicable, its officers, employees, volunteers, agents, and other representatives (collectively, "Consultant Staff") shall secure and at all times during performance of the Services shall maintain in effect any and all such certifications, permits, licenses, and other authorizations as are required by law in connection with the performance of the Services.

Section 1.8 Independent Contractor. For all purposes of this Agreement, the Consultant shall be deemed and construed to be an independent contractor to the District. Neither the Consultant nor any of the Consultant Staff shall, as a result of this Agreement, be considered to be, or shall be authorized to act as, an officer or employee of the District. Except to the extent the Consultant or any of the Consultant Staff are, by virtue of this Agreement, considered to be an agent of the District, neither the Consultant nor any of the Consultant Staff shall be authorized to act on behalf of the District, and none of them shall suffer or permit any person or entity to persist in the apparent belief that any of them is an officer, employee, or agent of the District. In connection with the Services and this Agreement, the Consultant shall be fully responsible for the acts and/or omissions of the Consultant Staff. Neither the Consultant nor any of the Consultant Staff shall, as a result of this Agreement, be entitled to benefits of any type or nature normally provided to employees of the District and/or to which

the District's employees are normally entitled, including, without limitation, State Unemployment Compensation or Workers' Compensation. The Consultant shall be responsible for payment of any and all federal, state, and local taxes or contributions, including, without limitation, unemployment insurance, social security, and income taxes attributable to its employees and/or other Consultant Staff. No compensation shall be payable to the Consultant pursuant to this Agreement on account of any costs incurred by Consultant to comply with any of the foregoing requirements.

Section 1.9 Compliance with Applicable Laws. The Consultant shall comply with any and all federal, state and local laws, rules, regulations, ordinances, and other governmental requirements that are or in the future may become applicable to the Consultant's activities in connection with this Agreement and/or the Services.

Section 1.10 Nondiscrimination and Other Policies. In connection with this Agreement and the Services, and without limiting anything else in this Agreement, the Consultant shall not discriminate against any person in violation of applicable federal, state, or local laws, including, without limitation, on the basis of the person's race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, genetic information, age, or military veteran status. Without limiting the foregoing, the Consultant shall comply with and shall enforce all District policies and administrative regulations applicable to the presence and/or activities in, on, or at any District school or other property, including, without limitation, prohibitions against weapons, alcohol, and tobacco.

Section 1.11 Conflicts of Interests. The Consultant hereby represents and warrants that neither it nor any of its officers has any financial, business, professional, personal, or other interests, including, but not limited to, the representation of other parties, that would conflict in any manner or degree with the performance of the Consultant's obligations pursuant to this Agreement. Such conflicts could include, but are not limited to, those contemplated by Government Code Section 1090, the California Political Reform Act (Government Code Section 87100 *et seq.*), and other California law. If any such conflict of interests (whether actual or potential) arises in connection with this Agreement, the Consultant shall immediately inform the District, in writing, regarding such conflict. If the District reasonably determines that any actual or potential conflict of interests exists with respect to the performance of the Services, then the District, without liability to or recourse by the Consultant, may terminate the Agreement by giving written notice to the Consultant, and the termination shall be effective upon receipt of the notice by the Consultant.

Section 1.12 Consultant Compensation.

Subsection 1.12.1 Consultant Fee. The District shall pay to the Consultant, in exchange for satisfactory performance by the Consultant of the Services required pursuant to this Agreement, such compensation as is specified in Exhibit "C" attached to this Agreement ("Consultant Fee"). The Consultant Fee shall be payable to the Consultant as specified in Exhibit C. The Consultant Fee, as it may be adjusted in accordance with this Agreement, shall be deemed and construed to: (i) be all-inclusive, full, and final compensation to the Consultant for the Services provided; and (ii) compensate the Consultant for any and all overhead, profit, and other amounts associated with performance of the Services.

Subsection 1.12.2 Reimbursement of Expenses. The Consultant shall in no event be entitled to reimbursement of any expenses that it incurs in connection with performance of the Services other than as provided in this Subsection. Any reimbursement pursuant to this Subsection shall be in

addition to the Consultant Fee and shall be for the reasonable, actual costs incurred by the Consultant, without any markup. A condition precedent to reimbursement of each expense is that the Consultant must obtain the District's written approval of that expense prior to the expense being incurred by the Consultant, and the District shall not unreasonably deny, delay, or condition any such approval. Without limiting the foregoing, in no event shall the District be required to reimburse the Consultant for any of the following: (i) home-office overhead or personnel costs; (ii) supplies, materials, equipment, tools, and other items required for performance of the Services; (iii) postage or cost of private delivery services less than \$25 for any one delivery; (iv) salary, benefits, travel, lodging, and/or meal expenses of any person; (v) expenses of overtime work requiring higher than regular rates; or (vi) costs of any additional insurance coverages or limits in excess of those normally carried by the Consultant or any of its contractors or consultants that may be authorized to perform portions of the Services.

Subsection 1.12.3 Consultant Invoices. On or about the fifth day of each month following a month in which the Consultant performed any Services, the Consultant shall provide an invoice to the District seeking payment for the portion of the Consultant Fee attributable to the preceding month and, subject to Subsection 1.12.2 herein, for reimbursement of expenses incurred during the preceding month. Any and all invoiced amounts are subject to verification by the District. The Consultant must in each invoice specifically describe the basis or bases for the amounts requested and shall submit with the invoice such documentation as reasonably, specifically, and adequately evidences and supports the amounts specified in the invoice. If an invoice requests payment for Services provided on an hourly-rate basis, the documentation to be submitted by the Consultant in support of the invoice must also include an itemization of the amount of time spent by each person performing the Services and the work accomplished by such person during such time. The District shall pay the undisputed portion of each such invoice within thirty days after receipt of the invoice. However, within ten days after receipt of any invoice from the Consultant, the District may request in writing that the Consultant provide additional information relating to some or all of the amounts specified in the invoice, and, in such event: (i) the Consultant shall provide such information to the District within five days following receipt of the District's request; and (ii) if the Consultant does not provide the requested information within such five-day period, the date by which the District must pay such amounts to the Consultant shall be extended for each day or portion of day in excess of the applicable five-day period, until such time as the Consultant provides that information to the District.

PART 2. CONFIDENTIAL AND OTHER INFORMATION

Section 2.1 Data Sharing. The Parties acknowledge that it may become necessary for the District to share data regarding or relating to one or more District students with the Consultant or Consultant Staff, for purposes of determining program impact or for other purposes relating to the Services. In such event, and prior to the District sharing any Student Data, the Parties shall enter into a separate "Standard Student Data Privacy Agreement" that shall be applicable to: (i) all student data shared pursuant to this Agreement; and (ii) the Consultant and the Consultant Staff. Notwithstanding the foregoing: (i) the District in its discretion may decline to comply, in whole or in part, with any request for student data, if the District determines that providing the requested student data would not be in the best interests of current or former District students; and (ii) each request for student data must be approved by the Executive Director of the District's Research and Evaluation Department.

Section 2.2 Applicable Privacy Requirements.

Subsection 2.2.1 Family Educational Rights and Privacy Act. The Family Educational Rights and Privacy Act set forth in 20 U.S.C. Section 1232g (“FERPA”) and 34 CFR Part 99, the federal regulations that implement FERPA, set forth requirements for protecting the privacy of parent and student information, including, among others, requirements for maintaining the confidentiality of personally identifiable information (e.g., names, addresses, telephone numbers, dates of birth, test scores, et cetera). To the extent, in connection with the Services, the Consultant or any of the Consultant Staff accesses, obtains, stores, uses, or discloses any information within the scope of FERPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Consultant shall comply with any and all applicable requirements of FERPA and its implementing regulations.

Subsection 2.2.2 Health Insurance Portability and Accountability Act. The Health Insurance Portability and Accountability Act, Public Law 104-191 (“HIPAA”) and the federal regulations that implement HIPAA, set forth requirements for, among other things, use and disclosure of individuals’ health information, including, among others, requirements for individuals to control use of their health information and for entities possessing such health information to properly protect it from unauthorized disclosure. In addition, the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-0005 (“HITECH”) and the federal regulations that implement HITECH, address concerns associated with electronic transmission of health information and establishes penalties for violations. To the extent, in connection with the Services, the Consultant or any of the Consultant Staff accesses, obtains, stores, uses, or discloses any information within the scope of HIPAA and/or HITECH (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Consultant shall comply with any and all applicable requirements of HIPAA and/or HITECH, and their respective implementing regulations.

Section 2.3 Consultant Confidentiality Obligation. Except as provided in Section 2.4 herein, the Consultant and Consultant Staff shall keep confidential and not disclose to any other person or entity any of the Confidential Student Information that: (i) the Consultant or any of the Consultant Staff obtain or discover during or as a consequence of performing the Services; or (ii) is provided to the Consultant or any of the Consultant Staff by the District or any parent, guardian, student, or other person. For purposes of this Agreement, but without limiting anything else in this Agreement:

- (i) “Confidential Student Information” means any and all information regarding the identity, condition, family members, home address, participation in programs, or other “personally identifiable information” of or relating to District students enrolled in or receiving Services that is provided to, learned by, or inferred by the Consultant or any of the Consultant Staff, including, without limitation, any information volunteered by a District student; and
- (ii) “Personally identifiable information” means any information (in whatever form or format) that:
 - (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, personal identification number, student identification number, date and place of birth, mother’s maiden name, street address, email address, internet protocol address, telephone number, photograph, and fingerprints or other biometric information; or
 - (2) is linked or linkable to an individual, such as medical, educational, financial and employment information, race, religion, and activities.

Section 2.4 Required Disclosure. The Consultant shall give written notice to the District immediately upon becoming aware that any subpoena, order, demand, or other process seeking or

requiring disclosure or other release of any Confidential Student Information is being sought or has been issued. In each such event, the District shall be permitted to intervene for purposes of attempting to stop or limit the disclosure of Confidential Student Information. The Consultant may, notwithstanding Section 2.3 herein, disclose Confidential Student Information if, but only if, a court or other governmental entity with competent jurisdiction has ordered that the information be disclosed or has authorized a subpoena seeking disclosure of the information. In such event, disclosure shall be limited solely to the scope of disclosure ordered by the court or other governmental entity.

Section 2.5 Disclosure to District. Notwithstanding anything else in this Agreement, and upon request of the District from time to time, the Consultant shall provide to the District full and unaltered copies of any or all of the Confidential Student Information possessed by the Consultant or any of the Consultant Staff.

PART 3. HEALTH AND SAFETY OF STUDENTS AND OTHERS

Section 3.1 Background Checks. The Parties acknowledge and agree that, for purposes of Education Code Section 45125.1, the Consultant Staff who may at any time be present in or at any District school ("On-Site Personnel") will not at all times be directly supervised by a student's parent or guardian or by District staff. Therefore, the Consultant shall, with respect to all On-Site Personnel, comply with the requirements of Section 45125.1 relating to background checks and criminal history summaries. Prior to allowing any of the On-Site Personnel to be present in or at any District school or other property, and using a form reasonably acceptable to the District, the Consultant must list the On-Site Personnel and certify to the District that none of the listed On-Site Personnel have been convicted of any serious or violent felony described in Education Code Section 44237. The Consultant shall, with respect to the On-Site Personnel, provide, directly to the District's Department of School Police, any and all subsequent arrest activity reported by the California Department of Justice.

Section 3.2 Tuberculosis Assessment and Examinations. The Consultant shall ensure that the On-Site Personnel in each case have complied with the Tuberculosis assessment and examination procedures specified in Education Code Section 49406, regardless of whether that Section expressly makes those requirements applicable to the Services. Prior to allowing any of the On-Site Personnel to be present in or at any District school, the Consultant shall provide to the District a copy of each certificate, as described in subdivisions (c) and (d) of Education Code Section 49406, indicating that the On-Site Personnel are free from infectious Tuberculosis.

PART 4. INTELLECTUAL PROPERTY RIGHTS

Section 4.1 District Ownership. The Consultant hereby acknowledges that, because of the nature of the services to be performed by the Consultant pursuant to this Agreement, the performance of those services may result in technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions ("Works") being specifically created, prepared, written, or otherwise developed for the District in connection with this Agreement. All such Works, and any and all derivatives thereof, shall be deemed and construed to constitute works for hire, such that the District is the owner of the Works. In addition, the Consultant hereby separately assigns to the District, without limitation, any and all copyright, trademark, patent, use, and other rights the Consultant may have or obtain in the Works and any derivatives of the Works. The Consultant consents to use of the Consultant's name in connection with the use, performance, sale, and/or distribution of some or all of the Works, for any purpose and in any medium.

Section 4.2 Third Party Ownership. Section 4.1, above, shall not be deemed or construed to apply to any third-party proprietary and/or copyrighted designs or information not created specifically for purposes of this Agreement and that the Consultant intends to incorporate into the services performed pursuant to this Agreement (each a “Third-Party Work”). The Consultant shall provide written notice to the District if the Consultant intends to use any Third-Party Work in connection with, or incorporate any Third-Party Work into, the Consultant’s services or the products thereof, if any permission, license, or other specific authorization is required for such use and/or any licensing fee or other charge is payable in connection with such use or incorporation. Unless the District has already obtained (or has agreed in writing to obtain) any and all necessary rights to use or incorporate any Third-Party Work without any ongoing or additional licensing fees or other charges, and without need for renewing any registration or similar obligation, the Consultant shall be responsible at its sole cost for obtaining any and all rights for the use or incorporation of the Third-Party Work. Notwithstanding anything to the contrary, the District shall have no obligation to obtain rights to use or incorporate any Third-Party Work unless the District specifically requests that the Consultant use or incorporate that specific Third-Party Work. Subject to the foregoing, the Consultant represents and warrants that it has or will have the legal right to use and/or incorporate any and all Third-Party Work in connection with the services to be performed pursuant to this Agreement and/or the products thereof. The Consultant shall indemnify, hold-harmless and defend the District, in accordance with this Agreement, with respect to claims arising out of any failure or alleged failure of the Consultant to comply with its obligations pursuant to this Section.

PART 5. INDEMNIFICATION

Section 5.1 Indemnification by Consultant. The Consultant shall indemnify and hold harmless the District, the Board of Education of the District and each individual member thereof, and the District’s other officers, employees, and agents (collectively, but not including the District, the “District Representatives”), and each of them, with respect to any and all damages, losses, judgments, costs, and expenses (including, without limitation, attorney’s fees and expenses), and other liabilities of whatever nature (each a “Liability” and, if referencing multiple, the “Liabilities”) that arise from any negligent act or omission, or any willful misconduct, of the Consultant or any of its directors, officers, employees, or agents (collectively, but not including the Consultant, the “Consultant Representatives”) in connection with this Agreement or the Services. The Consultant shall defend, as applicable, the District and the District Representatives with respect to any and each claim, demand, action, or other proceeding (each a “Proceeding”) that by allegation or implication is within the scope of the Consultant’s indemnification obligations pursuant to this Section. Each such defense must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Consultant, at no cost to the District or any of the District Representatives.

Section 5.2 Indemnification by District. The District shall indemnify and hold harmless the Consultant, the Consultant Representatives, and each of them, with respect to any and all Liabilities that arise from any negligent act or omission, or any willful misconduct, of the District or any of the District Representatives in connection with this Agreement or the Services. The District shall defend, as applicable, the Consultant and the Consultant Representatives with respect to any and each Proceeding that by allegation or implication is within the scope of the District’s indemnification obligations pursuant to this Section. Each such defense must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the Consultant, but selected and retained by the District, at no cost to the Consultant or any of the Consultant Representatives.

Section 5.3 Comparative Liability. Notwithstanding the Sections 5.1 and 5.2 herein, if both Parties are, to some extent, responsible for any particular Liability (i.e., the negligence or willful misconduct of both Parties, or others for whom they are responsible, are contributing factors), then, in connection with that Liability, each Party shall be responsible for defending itself and its representatives, and the Parties shall be responsible and liable on a comparative basis.

Section 5.4 Insurance Not a Limitation on Liability. Neither Party's obligations pursuant to this Part 5 shall be deemed or construed to be: (i) conditioned upon, or in any manner limited by, any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any Party, person or entity of, or limited to the amount of, any insurance proceeds.

Section 5.5 Interpretation. For avoidance of doubt and for all purposes of this Agreement: (i) a Party's obligation to indemnify another Party, person, or entity ("Indemnitee") means that the "indemnifying" Party shall compensate the Indemnitee for, or secure or protect the Indemnitee against, the harm, loss, damages, costs, expenses, and other liabilities as may be incurred by the Indemnitee, and such obligation shall not be limited solely to third-party claims; and (ii) an indemnifying Party's obligation to hold harmless an Indemnitee means that the indemnifying Party shall not seek compensation from the Indemnitee for, or otherwise seek to make the Indemnitee responsible for, the harm, loss, damages, costs, expenses, and other liabilities incurred by the indemnifying Party.

Section 5.6 Survival. With respect to any and all acts, omissions, and incidents that occur prior to the termination of this Agreement, the Parties' respective rights and obligations pursuant to this Section shall survive termination of this Agreement.

PART 6. INSURANCE

Section 6.1 Required Policies. Prior to commencing any of the Services, the Consultant must procure (if applicable) and, during all periods required by this Agreement, must maintain in effect, the insurance policies required pursuant to this Part 6 ("Required Policies"). The Required Policies include the following:

- (i) General Liability Insurance. A policy of commercial general liability insurance that is written on an "occurrence" basis and that provides coverage with a combined single limit of not less than \$1,000,000 for all activities conducted by the Consultant pursuant to this Agreement ("General Liability Policy"). The General Liability Policy must include, without limitation, coverage for the contractual liability assumed by the Consultant pursuant to this Agreement.
- (ii) Business Auto Liability Insurance. A policy of business auto liability insurance (however denominated) that is written on an "occurrence" basis, and has coverage limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate ("Vehicle Liability Policy"). The Vehicle Liability Policy must include, without limitation, coverage for liability, property damage, bodily injury, and uninsured-underinsured motorists.
- (iii) Abuse-Molestation Insurance. A policy of abuse-molestation insurance ("Abuse Policy") that: (1) is separate from the General Liability Policy and any professional liability and other insurance policies that the Consultant may have in effect; (2) is written on an "occurrence" basis; (3) has coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (4)

provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (5) covers acts and omissions by, among others, the Consultant's staff; (6) provides coverage for the District prior to any determination that an accused abuser is guilty; and (7) provides for payment of defense costs outside the Abuse Policy's coverage limits. The Consultant shall comply with any and all risk management controls reasonably required by the insurer that issues the Abuse Policy.

- (iv) Professional Liability Insurance. A policy of professional liability insurance, with coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ("Professional Liability Policy"). The District acknowledges that the Professional Liability Policy shall be written on a "claims made" basis. The Professional Liability Policy shall be subject to all of the following: (1) the effective date of the coverage must be shown and must be prior to the date the Consultant commences performance of the Services; (2) the coverage must be maintained, and evidence of coverage must be provided, for at least two years following final payment to the Consultant pursuant to this Agreement; (3) if coverage is cancelled or renewed, and not replaced with another claims-made policy having a retroactive coverage date that is prior to or the same as the date the original policy took effect, the Consultant must purchase extended-period coverage (i.e., tail) that provides coverage until the end of the two-year period described in the preceding clause; and (4) upon request, a copy of any and all claims reporting requirements, for original and replacement policies, must be submitted to the District for review.
- (v) Cyber Liability. Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the District and cover breach response costs and regulatory fines and penalties.
- (vi) Workers' Compensation Insurance. A policy of workers' compensation insurance as required by California law ("Worker Compensation Policy"). Notwithstanding the insurer standards set forth in Section 6.2 herein, coverage provided by the California State Compensation Insurance Fund shall be deemed, with respect to the Worker Compensation Policy, to satisfy such insurer rating standards.

Section 6.2 Insurer Standards. The insurance policies required pursuant to this Part 6 must be issued by one or more insurers authorized to do business in the State of California and having an A.M. Best Company rating (i.e., "Best's Rating") of not less than an "A-" (i.e., "A Minus") and Financial Size Category of not less than "VII."

Section 6.3 Situs. Notwithstanding any choice-of-law, conflict-of-laws, or other provision of any federal, state or other law, each of the Consultant's insurance policies must be "situs" California, so that all interpretations and disputes, if any, shall be subject to and governed by California law, any and all actions and other proceedings to interpret or enforce rights or obligations under the Required Policies shall be initiated and commenced in the County of Orange, California.

Section 6.4 Additional Insureds. Each of the General Liability Policy, the Vehicle Liability Policy, and the Abuse Policy shall name (or be endorsed to name) as additional insureds in connection with this Agreement and the Services: (i) the District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, but not including the District, the "District Agents"). The additional insured endorsements must be ISO form CG 2010 11/85 or alternative approved in advance by the District, in its reasonable discretion. For purposes of this Section, and without otherwise limiting the District's discretion to determine an alternative to form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable alternative to ISO form CG 2010 11/85.

Section 6.5 Waiver of Subrogation. With respect to the District and the District Agents, the Consultant, on behalf of itself and its insurers, hereby waives any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss in connection with the Required Policies. Each of the General Liability Policy, the Vehicle Liability Policy, the Abuse Policy, and the Professional Liability Policy must be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District and the District Agents. The Worker Compensation Policy must be endorsed with a waiver of the insurer's rights of subrogation against the District and the District Agents.

Section 6.6 Consultant Insurance is Primary. To the extent permitted by law, the Required Policies shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District and/or any of the District Agents. Each of the General Liability Policy, the Vehicle Liability Policy, the Abuse Policy, Cyber Liability, and the Professional Liability Policy must be endorsed to provide that it is so primary and non-contributory.

Section 6.7 Deductibles and Self-Insured Retentions. The Consultant must disclose in writing to the District any and all deductibles and self-insured retentions applicable to any of the insurance policies the Consultant is to have in effect pursuant to this Agreement. Each deductible or self-insured retention requirement in excess of \$10,000 is subject to discretionary approval by the District and, at the option of the District, the Consultant either: (i) must cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) must provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses. Each insurance policy that is subject to any deductible or self-insured retention must be endorsed to permit the District to pay the deductible or retention in the event the Consultant is the subject of any bankruptcy proceeding (whether voluntary or involuntary) or otherwise is unable to, or does not, pay such amount.

Section 6.8 Evidence of Coverage. Prior to, and as a condition precedent to, commencing the Services, the Consultant must provide to the District: (i) such duly-authorized and executed certificates of insurance as reasonably evidence that Required Policies are in full force and effect (each a "Certificate of Insurance"); (ii) a copy of each and all endorsements required pursuant to this Part 6; and (iii) if applicable, the written disclosure of deductibles and self-insured retentions required pursuant to this Part 6. The Certificates of Insurance shall identify those who are to be named as additional insureds in accordance with this Agreement. The Consultant must, as applicable: (i) provide written notice to the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy; and (ii) provide updated Certificates of Insurance to the District promptly upon renewal of any of the Required Policies.

PART 7. DISPUTE RESOLUTION AND TERMINATION

Section 7.1 Governing Law. Notwithstanding any conflict-of-laws, choice of law, or other provision in any federal, state, or local law or other governmental requirement, this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Each and every claim, demand, action, and other proceeding that arises from this Agreement shall be initiated and conducted only in an appropriate court of competent jurisdiction located in the County of Orange, California.

Section 7.2 Dispute Resolution. The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes. If the Parties are able to agree on the terms and procedures for mediation, the Parties may agree that the informal resolution attempts will include mediation of any such dispute. If, not less than thirty calendar days after first making informal attempts to resolve any such dispute, the informal attempts have been unsuccessful, (or, if the Parties have agreed to mediation, after termination or completion of mediation without resolution of the dispute) either Party may thereafter initiate litigation or other proceedings as deemed appropriate by such Party.

Section 7.3 Attorneys' Fees. In connection with any and each claim, demand, action, mediation, arbitration, and other proceeding between or involving the Parties that arises from this Agreement and/or the Services, each Party shall be responsible for paying its own costs, including, without limitation, attorneys' fees and other legal costs and expenses, including, without limitation, collection expenses, expert witness fees, and court costs.

Section 7.4 Termination for Cause. Either Party (as "Alleging Party") may terminate this Agreement, for cause, if the other Party (as "Defaulting Party") has defaulted on its obligations pursuant to this Agreement and has not cured that default within thirty days following notice from the Alleging Party that details the default in reasonable detail ("Notice of Default"). In the event a Defaulting Party has not timely cured a default within the applicable thirty-day period, the Alleging Party may thereafter provide a notice of termination to the Defaulting Party, and the termination shall be effective immediately upon receipt of the notice by the Defaulting Party.

Section 7.5 District Termination for Convenience. Notwithstanding anything to the contrary, the District, at any time and without need for cause or reason, may terminate this Agreement, in whole or in part, by giving written notice of termination to the Consultant, and such termination shall be effective immediately upon receipt of the notice by the Consultant.

PART 8. MISCELLANEOUS

Section 8.1 Assignment. The Consultant may not assign any of its rights pursuant to this Agreement or delegate any of its obligations pursuant to this Agreement absent the express written consent of the District, which consent the District may withhold, grant, or condition in its sole discretion.

Section 8.2 Entire Agreement/Amendment. This Agreement sets forth the entire agreement of the Parties with respect to the matters addressed in this Agreement, and this Agreement supersedes and replaces any and all prior and contemporaneous discussions, understandings, and agreements with

respect to such matters. This Agreement may be amended or otherwise modified, in each case, only by a written instrument duly approved, signed, and delivered by both Parties.

Section 8.3 Waiver. No waiver by a Party of any provision of this Agreement shall be binding or enforceable unless it is set forth in writing and has been duly approved and signed by the waiving Party. The failure of a Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Section 8.4 Notice. Each notice or demand given pursuant to this Agreement (each a "Notice") must be in writing and delivered by: (i) personal service; (ii) registered or certified U.S. Mail, return receipt requested, and postage prepaid; (iii) FedEx, UPS, or other reliable private delivery service, signature on delivery receipt required and delivery charges prepaid; or (iv) electronic mail (i.e., email) transmission (with original of the Notice deposited into the U.S. mail, first-class postage prepaid, within twenty-four hours after transmission). Notices: (i) must be addressed and sent to the applicable person(s) and address(es) specified for purposes of Notice in Exhibit B to this Agreement; and (ii) shall be deemed to have been given or served only upon actual receipt by the recipient. As an additional condition to sending a Notice by email, the reference (or "re") line must be specified as "NOTICE: AGREEMENT FOR PARTNER SERVICES." Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, and unless the sender has actual knowledge of the then-current correct email address of each intended recipient, the sender must call and verify the then-current email address of each intended recipient prior to sending the Notice, or must use some other method of delivering the Notice. A Party may change its address or other contact information for purposes of this Section by written notice in accordance with this Section. This Section shall not be deemed or construed to apply to: (i) communications between the Parties for purposes of the day-to-day administration of this Agreement; or (ii) service of process in accordance with any applicable law or rule of court.

Section 8.5 Severability. If a court of competent jurisdiction determines that any term, condition, or provision of this Agreement is invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

Section 8.6 Exhibits and Recitals. Any and all recitals set forth herein and any and all exhibits attached hereto are hereby incorporated as operative and effective provisions of this Agreement. In the event any one or more of the exhibits to this Agreement incorporate all or any portion of any proposal for the Services provided by the Consultant, and any provision in the main body of this Agreement or elsewhere in any Exhibit conflicts with or otherwise is inconsistent with any provision in the proposal, the provision in the main body of the Agreement or elsewhere in the Exhibits shall govern over the provision in the proposal.

Section 8.7 Fair and Reasonable Interpretations. Each Party acknowledges that, prior to the Effective Date, that Party has received, or had unqualified opportunities to receive, independent advice from its own legal counsel regarding meaning of the provisions herein and the advisability of entering into this Agreement. Therefore, the provisions of this Agreement shall be interpreted based on their fair

and reasonable meanings, and not for or against a Party based on whether that Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 8.8 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any Section or other provision.

Section 8.9 Correct Legal Requirements Deemed Included. Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included.

Section 8.10 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

Section 8.11 Agreement is Public Record. Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with California law or otherwise.

(The remainder of this page intentionally left blank.)

PART 9. EXECUTION OF AGREEMENT

Section 9.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.

Section 9.2 Due Authority. Each person who signed this Agreement on behalf of a Party shall be deemed and construed to thereby represent and warrant that he or she has been duly authorized by that Party to sign, and thereby bind the Party to, this Agreement.

In witness of the foregoing, the Parties have executed this Agreement, as evidenced by the signatures below of their respective, duly authorized representatives.

DISTRICT:
Santa Ana Unified School District

PARTNER:
[Consultant Name]

By: _____
Signature

By: _____
Signature

Printed Name

[Authorized Agent]
Printed Name

Director of Purchasing
Title

[Agents Title]
Title

Date Signed

Date Signed

Board of Education Approval Date: [Month DD, YYYY]

EXHIBIT "A"
SCOPE OF SERVICES

[Insert a detailed description of the Services to be provided by the Consultant, including, among other things, any limitations on the Consultant's activities]

EXHIBIT "B"
PARTY REPRESENTATIVES

Consultant

- A. As of the Effective Date, the Consultant Administrators (see Section 1.3 of the main body of this Agreement) are:
- (i) [insert name and title], who is the primary Consultant contact person with respect to administration of this Agreement; and
 - (ii) [insert name and title], who is the secondary Consultant contact person in the event the Consultant's primary contact person is unavailable or in other extraordinary circumstances.

- B. As of the Effective Date, the Consultant representative to whom Notices are to be sent in accordance with Section 8.4 of the main body of this Agreement, and that person's contact information, are:

Send Notices to:

[insert Consultant entity name]

Attn: [insert representative name and title]

[insert street address]

[insert city, state, zip code]

Email: [insert person's email address]

District

- A. As of the Effective Date, the District Administrators (see Section 1.3 of the main body of this Agreement) are:
- (i) [insert name and title], who is the primary District contact person with respect to administration of this Agreement.
 - (ii) [insert name and title], who is the secondary District contact person in the event the District's primary contact person is unavailable or in other extraordinary circumstances.
 - (iii) [insert name and title], who is the tertiary District contact person in the event the District's primary and secondary contact persons are unavailable or in other extraordinary circumstances.

- B. As of the Effective Date, the District representatives to whom Notices are to be sent in accordance with Section 8.4 of the main body of this Agreement, and their respective contact information, are:

Send Notices to:

Santa Ana Unified School District

Attn: Director of Purchasing

1601 E. Chestnut Ave

Santa Ana, CA 92701

Email:

Send copies of Notices to:

Santa Ana Unified School District

Attn: Chief Business Official

1601 E. Chestnut Ave

Santa Ana, CA 92701

Email:

EXHIBIT "C"
CONSULTANT COMPENSATION

In exchange for full and satisfactory completion of the Services, the District shall compensate the Consultant as follows:

Method 1

A fixed Consultant Fee in the total amount of \$ _____, allocated and payable on a monthly basis to the Consultant, based on dividing such fixed Consultant Fee by the number of months in the Term. If the Term is not divisible into equal monthly periods, the remainder (i.e., final payment period) shall be deemed to be a month for purposes of determining the monthly amount payable to the Consultant. In each case that, in accordance with the provisions in the main body of this Agreement, the Term is duly extended or the time for completion of the Services otherwise is extended, the monthly payment amount shall be recalculated in accordance with the foregoing.

Method 2

A Consultant Fee that shall in no event exceed the total amount of \$ _____ ("Maximum Total Fee"), allocated and payable to the Consultant on a monthly not-to-exceed basis ("Maximum Monthly Fee"), as determined by dividing the Maximum Total Fee by the number of months in the Term. If the Term is not divisible into equal monthly periods, the remainder (i.e., final payment period) shall be deemed to be a month for purposes of determining the Maximum Monthly Fee. In each case that, in accordance with the provisions in the main body of this Agreement, the Term is duly extended or the time for completion of the Services otherwise is extended, the Maximum Monthly Fee shall be recalculated in accordance with the foregoing.

Method 3

A Consultant Fee based on the rate of \$ _____ per hour, not to exceed a total of \$ _____ for full and final completion of all Services required pursuant to this Agreement.

Method 4

A Consultant Fee based on the hourly rates set forth in the Schedule of Hourly Rates below, not to exceed a total of \$ _____ for full and final completion of all Services required pursuant to the Agreement. *If use this provision, insert schedule of hourly rates below.*

Method 5

Subject to all other provisions below, a fixed Consultant Fee in the amount of \$ _____.

Within ten days after the Effective Date, the Consultant must prepare and provide to the District a proposed schedule for performance of all significant activities comprising the Services, with portions of the total compensation payable to the Consultant pursuant to this Agreement allocated to each of such activities ("Schedule of Values"). The fixed Consultant Fee specified above shall be payable to the Consultant based on allocation of portions of the Consultant Fee to the various separate activities set forth in the Schedule of Values and, with respect to each such activity, upon satisfactory completion of such activity.

The Schedule of Values is subject to written approval by the District, which approval the District shall not unreasonably deny, delay or condition, and a primary purpose of the Schedule of Values is to permit the District to project the timing for payments to the Consultant. In the event the Scope of Services is modified in accordance with this Agreement, the Consultant must, within ten days thereafter, update the Schedule of Values and provide it to the District for approval as provided above.

In the event the Parties do not agree on a revision to the Consultant Fee as a result of any reduction in the Scope of Services, the District may use the time and allocation of compensation specified in the Schedule of Values, or pro-rata portions thereof, to determine the adjustments attributable to any reduction in the scope of the Services.