

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator
Alaina Lofthus, Recreation Services Manager

Date: May 20, 2021

Subject: SJUSD Summer Programming – Delegation Authority

Background:

San Juan Unified School District (SJUSD) Superintendent Kent Kern reached out to community partners, including our District, regarding the possibility of providing support services to schools and students in his district this summer. Due to concerns over the loss of learning opportunities, and additional funding made available for programs that could fill this gap, Superintendent Kern and his SJUSD staff organized efforts to connect school principals with community partners. CRPD was able to connect with several schools within the park district boundary to discuss partnership opportunities.

Discussion:

Staff continues to work with SJUSD on detailing the services provided for this summer. CRPD will need to enter into a Service Agreement with SJUSD (attached) and some type of MOU, agreement, or contract with the service providers. CRPD will contract with and pay the service providers and SJUSD will reimburse the District for expenses, including a percentage to defray administrative costs.

Due to the time sensitivity of these agreements, and the desire to help SJUSD and the children and families in our community, staff approached County Counsel to discuss options. Counsel concurred that requesting delegation authority to the District Administrator to execute any agreements and/or contracts related to this matter would be an appropriate action, pending County Counsel and County Risk Management review.

Recommendation:

Staff recommends that the Advisory Board of Directors approve the Service Agreement for a partnership with the SJUSD to provide summer youth programming; direct CRPD Staff to negotiate agreements, contracts and/or MOU's with program service providers, subject to review by County Counsel and County Risk Management; delegate authority to the District Administrator to execute any agreements, contracts, and/or MOU's related to the Program; to approve CRPD's Program expenditures on negotiated contracts for reimbursement by SJUSD.



San Juan Unified School District
Business Support Services
3738 Walnut Avenue, PO Box 477
Carmichael, California 95609-0477

For purchasing use only: Contract# _____ Vendor# _____ PR# _____

Service Agreement

Choose One: Board of Education Student Body

This Agreement is made between SAN JUAN UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and _____, hereinafter referred to as "Vendor."

I. Recitals

- A. District is a school district in the County of Sacramento, State of California, and has its principal place of business at 3738 Walnut Avenue, Carmichael, California.
- B. District desires to engage the services of Vendor and to have said Vendor render services on the terms and conditions provided in this Agreement.
- C. California Government Code section 53060 authorizes a school district to contract with and employ any persons for the furnishing to the District special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the special services required.
- D. This section further authorizes District to pay from any available funds, the agreed upon compensation, to persons as it deems proper for the services rendered.
- E. District hereby engages the services of Vendor, and in consideration of the mutual promises contained herein, the parties agree as follows:

Vendor shall perform the following services: (if separate proposal document sets forth proposal, proposal document must be attached). This should be a summary of all services offered by Vendor:

II. Fee

- A. Vendor shall be compensated for work accomplished as follows:
 - 1. Amount: _____
 - 2. Site: _____
 - 3. Other: _____

III. Invoicing

- A. Invoices should be submitted to: San Juan Unified School District, P. O. Box 477, Carmichael, CA 95609-0477. Please make sure the invoice references the School and Administrator that obtained the services to avoid delay in payment.
- B. District Net Terms are NET 45 unless otherwise negotiated.
- C. Accounts Payable does not process pre-payment for services.

IV. Term

- A. This Agreement shall be established for the time frame of: _____.
- B. All services under this Agreement are to be performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of District.
- C. This Agreement may be terminated for (a) failure to provide satisfactory performance by giving a ten (10) calendar day written notice, (b) upon the mutual written agreement of the parties, (c) "for cause" based on the discretion of the District by giving a ten (10) calendar day written notice, or (d) upon 30 calendar days written notice by the District.

V. Use of Agents and Assistants

- A. To the extent necessary to enable Vendor to perform duties hereunder, Vendor may engage the services of any agent or assistant which Vendor may deem proper, and may further employ, engage, or retain the services of such other persons deemed necessary to aid and assist Vendor in the proper performance of the duties.
- B. The cost for such agents or assistants shall be paid by Vendor and any expenses incurred by Vendor in engaging such agents or assistants shall be paid by Vendor.
- C. It is agreed that any consultant, agent, or assistant (hired by Vendor) will explicitly not be employed by the District.



VI. Equipment and Facilities

- A. District will provide Vendor with access to all needed records and materials, unless such material is confidential and not subject to disclosure.
- B. Vendor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

VII. Devotion of time

- A. Vendor shall devote such time and energy to the performance of its duties under this Agreement as is reasonably necessary for a satisfactory performance.
- B. Should District require services not included in this Agreement, Vendor shall make a reasonable effort to fit such additional services into its time schedule without decreasing the effectiveness of the performance of the duties hereunder.

VIII. Insurance, Indemnity and Taxes

- A. Vendor shall be an independent contractor and not an agent or employee of District under this Agreement.
- B. Vendor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.
- C. Prior to commencement of services and during the life of this Agreement, Vendor shall provide to the District a current Certificate of Insurance and an Additional Insured Endorsement.
- D. The Insurance Certificate shall provide evidence of professional and/or general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and listing San Juan Unified School District as the Certificate Holder. The Certificate and Additional Insured Endorsement shall name the District as an additional insured.
- E. To the fullest extent allowed by law, Vendor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Vendor or its directors, officers, agents, employees, volunteers, or guests arising from Vendor's duties and obligations described in this agreement or imposed by law.
- F. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Vendor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law.
- G. Vendor is not an employee of the District and District shall not indemnify Vendor in any such claim.
- H. Vendor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance.
- I. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Vendor to account for all of the above and Vendor agrees to hold District harmless from all liability for these taxes.

IX. Fingerprinting

- A. Pursuant to Education Code Section 45125.1, Vendor has conducted the required criminal background check(s) of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and certifies that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).
- B. Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Vendor shall constitute grounds for termination of this Agreement.

X. Business Licenses and Certificate Permits

As an independent contractor, it shall be the sole responsibility of Vendor to obtain any needed business licenses, certificates, and/or permits to conduct business to meet the terms of this Agreement.

XI. Assignment

- A. This Agreement is for personal services to be performed by Vendor
- B. Neither this Agreement nor any duties or obligations hereunder shall be assignable, sublet, or performed by any person or persons who are not parties hereto, except by employees of Vendor whose names and qualifications have been approved in writing by District.



- C. In the event of an assignment by Vendor to which District has consented, the assignee or his legal representative shall agree in writing with District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

XII. District's Right of Retention

District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, and photographic or other reproductions of any kind produced in the scope of services performed under this Agreement and no other uses thereof will be permitted except by permission of District.

XIII. Extension of Term

By mutual consent of the parties hereto, the term of service described herein may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XIV. Entire Contract

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XV. Successors and Assigns

Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the representative parties.

XVI. Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

XVII. Severability

In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would vitiate the intent of the parties in entering into this Agreement.

XVIII. Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension, and implemented at 48 CFR Part 3409:

A. The applicant certifies that it and its principles:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

XIX. Venue/Jurisdiction

The terms and conditions of this Agreement shall be governed by the laws of the State of California.

XX. Confidentiality of District Records

- A. Vendor shall ensure that all District pupil information remains confidential.
- B. In the scope of its duties under this Agreement, Vendor may have access to confidential data, including confidential District student information, and will ensure the confidentiality of such data and information.
- C. Vendor hereby agrees no unauthorized data or information obtained during the term of this Agreement or at any time after completion of the Agreement will be divulged to any individual unless the Vendor is required by law to release, or the pupil's parent/guardian has provided written consent.
- D. Vendor agrees to forward all requests for release of any data or information received to the District.
- E. Vendor shall not use any information in a pupil record for any purpose, including but not limited to advertising, other than those required or specifically permitted by this Agreement, or as required by law.



San Juan Unified School District
 Business Support Services
 3738 Walnut Avenue, PO Box 477
 Carmichael, California 95609-0477

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written below:

San Juan Unified School District:

Budget Code:	
Fingerprint Form: (If not attached, what is the exception?)	

SJUSD Administrator:	
Department or Site Location:	
Telephone:	
Date:	
Administrator Signature:	

Cabinet Member Signature: (Required for amounts over \$10,001)	
Date:	

Board Approval Date: (Required for amounts over \$95,200)	
--	--

Vendor:

Vendor Name:	
Vendor Contact:	
SSN# or EIN#:	
Address:	
Telephone:	
Email:	
Signature:	
Date:	

In addition to the acceptance of this agreement, I also certify that original copies of this signature page will be attached to all other exact copies of this agreement and provided to the Purchasing Department.

NOTE: No changes to this form are authorized unless specifically approved by General Counsel. (Board Policy 3312) Selection of Vendors will be on the basis of qualifications regardless of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, sex, sexual orientation, gender, gender identity or gender expression.



SAN JUAN UNIFIED SCHOOL DISTRICT
3738 Walnut Avenue, Post Office Box 477
Carmichael, California 95609-0477
SERVICE AGREEMENT

CONTRACTOR FINGERPRINT CERTIFICATION

I, _____, am an authorized representative of/doing business as (Name of Bidder) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the **San Juan Unified School District** on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

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

Executed this _____ day of _____, 20____, in _____ County, California.

Name of Contractor/Consultant (*printed*)

Name/Title of Authorized Representative (*printed*)

(*Signature*)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Determination Document:
Independent Contractor or Employee**

Name of Vendor: _____	Date: _____
Requesting Department/Site: _____	
Dept./Site Contact: _____	Phone #: _____
Work to be Performed: _____	

When contracting with an individual for services, the District must establish the nature of the "employment" relationship. **This should occur prior to any services being performed and issuance of any payment.** What the District calls the individual is irrelevant to the analysis of the employment relationship. The IRS looks at the facts and relationship on a case-by-case basis. Once the legal relationship is determined, law prescribes the method of payment. The problem occurs in the area of who is or is not an employee. There is no clear-cut definition of what constitutes an employee. Instead, there are factors that must be analyzed by the District and **the District makes the determination.**

- If the services provided are identical to services in a previous service agreement for which you have a determination document approved by HR for an independent contractor, then the previous determination document can be used. If there is a difference in the service provided, then a new determination document would need to be processed.
- Determination Documents must be renewed each fiscal year (July 1st – June 30th).

Sites/Departments initiating services must complete this form.

In order to determine the proper employment relationship, answer the following questions:

	Yes	No																								
<p>1. Has this category of worker already been classified an "employee"?</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; vertical-align: top;"><i>administrators</i></td> <td style="width:33%; vertical-align: top;"><i>individuals "filling in"</i></td> <td style="width:33%; vertical-align: top;"><i>psychologists</i></td> </tr> <tr> <td><i>ASB workers</i></td> <td><i>on an individual basis</i></td> <td><i>school bus drivers</i></td> </tr> <tr> <td><i>athletic coaches</i></td> <td><i>intern psychologists</i></td> <td><i>specialty teachers</i></td> </tr> <tr> <td><i>cafeteria workers</i></td> <td><i>librarians</i></td> <td><i>substitutes</i></td> </tr> <tr> <td><i>clerical staff</i></td> <td><i>nurses</i></td> <td><i>teachers/instructors</i></td> </tr> <tr> <td><i>counselors</i></td> <td><i>proctors</i></td> <td><i>tutors</i></td> </tr> <tr> <td><i>examination monitors</i></td> <td><i>categorical program coordinators</i></td> <td><i>Licensed clinical social worker</i></td> </tr> <tr> <td></td> <td><i>attendance outreach coordinator</i></td> <td></td> </tr> </table>	<i>administrators</i>	<i>individuals "filling in"</i>	<i>psychologists</i>	<i>ASB workers</i>	<i>on an individual basis</i>	<i>school bus drivers</i>	<i>athletic coaches</i>	<i>intern psychologists</i>	<i>specialty teachers</i>	<i>cafeteria workers</i>	<i>librarians</i>	<i>substitutes</i>	<i>clerical staff</i>	<i>nurses</i>	<i>teachers/instructors</i>	<i>counselors</i>	<i>proctors</i>	<i>tutors</i>	<i>examination monitors</i>	<i>categorical program coordinators</i>	<i>Licensed clinical social worker</i>		<i>attendance outreach coordinator</i>		<input type="checkbox"/>	<input type="checkbox"/>
<i>administrators</i>	<i>individuals "filling in"</i>	<i>psychologists</i>																								
<i>ASB workers</i>	<i>on an individual basis</i>	<i>school bus drivers</i>																								
<i>athletic coaches</i>	<i>intern psychologists</i>	<i>specialty teachers</i>																								
<i>cafeteria workers</i>	<i>librarians</i>	<i>substitutes</i>																								
<i>clerical staff</i>	<i>nurses</i>	<i>teachers/instructors</i>																								
<i>counselors</i>	<i>proctors</i>	<i>tutors</i>																								
<i>examination monitors</i>	<i>categorical program coordinators</i>	<i>Licensed clinical social worker</i>																								
	<i>attendance outreach coordinator</i>																									
2. Is the individual already an employee of the district in another capacity?	<input type="checkbox"/>	<input type="checkbox"/>																								
3. Has the individual performed substantially the same services for the district or a public entity as an employee in the past?	<input type="checkbox"/>	<input type="checkbox"/>																								



**Determination Document:
Independent Contractor or Employee**

	Yes	No
4. Are there currently employees of the district doing substantially the same services as will be required of this individual?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the District will train the individual or give instruction as to when, where, how, and in what order the work will be performed.</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the District require the individual to submit reports on the details of their work or work at a particular site? <i>These factors indicate the District maintains control sufficient for an employer/employee relationship. However, it is not necessary that the District exercise this right, or have the expertise required to do so.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If the answer to any of the above questions #1-6 is "YES" --- STOP HERE !!! Do not complete the rest of the questions. The individual is a district employee and must be paid and reported accordingly. The administrator and vendor must sign below and send the Determination Document to Human Resources, for review by the Assistant Superintendent of Human Resources.</p>		
7. Is the individual retired from CalSTRS and meets any of the following? <ul style="list-style-type: none"> • Working in a classified position • Earning more than the annual postretirement earnings limit (2015-16 school year is \$40,321) • Returning to work before a 180 calendar day separation from service • Returning to work within five years of retirement with the employer that offered a retirement incentive program • Currently in the CalSTRS system • Is the individual performing STRS defined work? 	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the individual retired from CalPERS and meets any of the following? <ul style="list-style-type: none"> • Is the individual performing the same or similar work they performed as an active employee • Is the individual performing the same or similar work that is performed by active employees • Returning to work before a 180 calendar day separation from service • Will hours exceed 960hours in the fiscal year • Currently in the CalPERS system 	<input type="checkbox"/>	<input type="checkbox"/>
<p>If the answer to the questions 7 or 8 is "YES" --- STOP HERE ---!!! Do not complete the rest of the questions. The administrator and vendor must sign below and send the Determination Document to Human Resources, for review by the Assistant Superintendent of Human Resources.</p>		
9. Will all the work be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the District's knowledge or approval.</i>	<input type="checkbox"/>	<input type="checkbox"/>
10. Does the district have a continuing relationship with this individual? <i>Is this a "one shot" assignment, or will the District continue to use this individual in the future? This could be on an infrequent or irregular basis, but a continuous relationship exists.</i>	<input type="checkbox"/>	<input type="checkbox"/>
11. Can this relationship be terminated without the consent of both parties?	<input type="checkbox"/>	<input type="checkbox"/>



**Determination Document:
Independent Contractor or Employee**

	Yes	No
<p>If the answer to the question 9, 10, or 11 is "YES", STOP HERE !!!, there is a good possibility that an employment relationship exists. Questions 10 & 11 are indicators of district control that in conjunction with other factors imply an employment relationship. Do not complete the rest of the questions. The administrator and vendor must sign below and send the Determination Document to Human Resources, for review by the Assistant Superintendent of Human Resources.</p>		
<p>12. Does the individual operate an independent trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, the District is considered to be a separate entity. Keep in mind: if the District is using this individual's services on a full-time basis, the individual is <u>not</u> available to the general public.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>13. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>14. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The District should not be providing office space on a regular basis, clerical, secretarial, or other support for the individual such as materials, copying, printing, office supplies, etc. Any necessary assistance should be provided by the individual.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>15. Is this individual paid by the job or upon completion and acceptance of the work as a whole or milestones identified in the contract?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>16. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally the individual will pay the cost of any travel and business expenses incurred to perform the work. However, some agreements may be made to provide for payment of airfare, mileage, etc. for consultants.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>



**Determination Document:
Independent Contractor or Employee**

If 13 and 14 are **"YES"**, 15 and 16 should also be **"YES"**. These are items that might be noted on the Service Agreement Form.

This individual is an Independent Contractor. A **"YES"** on questions 15 and 16 supports the district's conclusion and substantiates a "reasonable basis" for treatment as independent contractor. While there is circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.

If you need further assistance in the determination of the contractor status, please contact Human Resources, x7171.

By signing below, District Administrator certifies that they have reviewed District guidelines and that the information is true and correct. Please sign below and submit to Human Resources for review and signature before attaching it to the service agreement.

District Administrator _____ Date _____

Contractor _____ Date _____

This form must be attached to the service agreement.

Assistant Superintendent Human Resources: _____

Date _____

Human Resources determination of vendor: Employee *Work with HR* Independent Contractor *Complete Service Agreement*

For Human Resources Use Only

Five horizontal grey bars for additional notes or comments.



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 have ADDITIONAL INSURED provisions or 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):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	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	ADDL INSD	SUB R	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT S
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
								MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-CJECT	<input type="checkbox"/> LO					GENERAL AGGREGATE \$
	OTHER:							PRODUCTS - COMP/OP AGG \$
								\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY							BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
								\$
	UMBRELLA LIAB							EACH OCCURRENCE \$
	EXCESS LIAB							AGGREGATE \$
								\$
	DED	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below							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)

RE: (Description of Operations)

San Juan Unified School District, its directors, officers, agents, employees, and guests are named as an Additional Insured for General Liability Insurance per attached form # (include form # and attach copy to certificate)

CERTIFICATE HOLDER

San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>San Juan Unified School District , its directors, officers, agents, employees and guests 3738 Walnut Avenue Carmichael, CA 95608</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



San Juan Unified School District
 Business Support Services
 3738 Walnut Avenue, PO Box 477
 Carmichael, California 95609-0477

Checklist for Service Agreement

Procedure/Purpose: To compensate vendors for services rendered. The following is required prior to any services being provided to any department at San Juan Unified School District. More detailed explanations are available on the Purchasing Website. Please make sure all the forms are legible and completed in full.

	<input checked="" type="checkbox"/>	To be completed:	Directions:
1.	<input type="checkbox"/>	The "Determination Document: Independent Contractor or Employee" form (at the end of this document)	Must be completed and attached to the Service Agreement for all contractors who do not have an EIN #. Human Resources must approve determination documents with a Social Security Number.
2.	<input type="checkbox"/>	W9	Current W9 Version is Rev. 11-2017
3..	<input type="checkbox"/>	Service Agreement ("SA") Choose one box: (required)	Board of Ed, Student body
4.	<input type="checkbox"/>	SA Section I.	Must summarize service vendor is providing
5.	<input type="checkbox"/>	SA Section II: Fee – Section A	Complete all information
6.	<input type="checkbox"/>	SA Section IV: Term	Complete dates of service
7.	<input type="checkbox"/>	SA Page 4 Budget Code:	Verify budget code and availability of funds
8.	<input type="checkbox"/>	SA Page 4 Fingerprint form:	Write yes if attached, if not attached, what is the exception?
9.	<input type="checkbox"/>	SA Page 4 Signatures:	Vendor must sign service agreement first
	<input type="checkbox"/>		Agreements for up to \$10K must be signed by a Principal, Manager, or Director and send to Purchasing.
	<input type="checkbox"/>		Agreements for \$10,001 to \$90,200 require the signature of an authorized signer/cabinet member.
	<input type="checkbox"/>		Agreements greater than \$90,200 require Board approval.
10.	<input type="checkbox"/>	SA Page 4 Budget Code:	Verify budget code and availability of funds
11.	<input type="checkbox"/>	Fingerprint Certification Form	Must be submitted or explained why not applicable on Service Agreement
12.	<input type="checkbox"/>	Certificate of Insurance	The Certificate shall provide evidence of professional and/or general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, listing San Juan Unified School District as the Certificate Holder.
13.	<input type="checkbox"/>	Additional Insurance Endorsement ("AIE")	The District requires the additional insured endorsement ("AIE") to accompany the certificate of insurance because it is the AIE that actually changes the vendor's policy to add the District as an insured which provides coverage under that vendor's policy should an incident occur. Absent the AIE, we simply have evidence of their coverage.
	<input type="checkbox"/>		

Once all items are collected and service agreement has appropriate signatures, please forward to Purchasing Department.

Purchasing Website: <https://www.sanjuan.edu/Page/567>