

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Redlands Unified School District, 20 West Lugonia Avenue, Redlands, CA 92374, hereinafter referred to as "District," and \_\_\_\_\_, whose address is \_\_\_\_\_, company \_\_\_\_\_, address \_\_\_\_\_,

hereinafter referred to as "Provider," in consideration of their mutual covenants, the parties hereto agree as follows:

**A. DUTIES OF PROVIDER:** The Provider agrees to provide the following services, materials, and products to Redlands USD:

**B. TERM OF MOU:**

The Provider's work, as specified in this MOU, shall commence on the date of this MOU, \_\_\_\_\_, and shall be completed on or before \_\_\_\_\_. This MOU may be extended, upon mutual written consent.

**C. DISTRICT OBLIGATIONS:**

1. For the period of this agreement, the District shall provide the following at \$ \_\_\_\_\_:

2. The District shall recognize Provider as a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) or the Privacy Act Code of Federal Regulations (CFR 42, Part 2), and all communications concerning clients will require a signed authorization prior to disclosure

**D. INSURANCE:**

Throughout the duration of the MOU, Provider shall, at its sole cost and expense, keep in force for the mutual benefit of Provider and District, comprehensive broad form general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, his agents, representatives, or employees. Such insurance shall provide coverage as follows:

- 1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage.
- 2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

It should be expressly understood, however, that the coverage's required herein shall not in any way limit the liability of Provider, its officers, agents, or employees.

A Certificate of Insurance and an Additional Insured Endorsement naming the District as an Additional Insured shall be delivered to the District prior to the commencement of services, and thereafter immediately upon each policy renewal during the term of this MOU. The commercial general liability and automobile liability policies are to be endorsed to contain the following provisions:

1. The District, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of the work or operations performed by or on behalf of Provider, or automobiles owned, leased, hired or borrowed by the Provider.
2. For any claims related to this MOU, the Provider's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Provider, its officers, officials, employees or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by Provider, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

#### **E. INDEMNIFICATION:**

The Provider agrees to indemnify, defend, and save harmless the District, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this MOU.

#### **F. GENERAL TERMS AND CONDITIONS:**

1. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
2. CONFLICT OF INTEREST: Before executing this agreement, the Provider shall disclose to the District the identities of any board member, officer, or employee of the District, or relatives thereof, who the Provider knows or should know will have any financial interest resulting from this agreement.
3. LICENSE AND AUTHORITY: The Provider will maintain all necessary licenses during the term of this agreement. If other than a natural person, Provider is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses shall accompany this MOU.
4. EQUIPMENT AND FACILITIES: The Provider will furnish all necessary equipment and facilities to render his/her services pursuant to this MOU, unless otherwise agreed to by the parties.
5. USE OF ADDITIONAL WORKERS BY PROVIDER: The Provider may, at the Provider's own expense, employ additional workers or other Providers as necessary for the completion of this MOU and shall maintain workers' compensation insurance as required by state law. The District shall not control, direct, or supervise the Provider's additional workers or Providers in the performance of those services. The Provider assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or Providers and for all state and federal income tax, unemployment insurance, social security, disability insurance, worker's compensation and other applicable withholdings. The Provider shall not hire employees of the District for performance of this MOU.
6. ASSIGNMENT: Without the written consent of the District, this MOU is not assignable by the Provider.

7. SUCCESSORS AND ASSIGNS: This MOU shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
8. FINGERPRINTING AND CRIMINAL RECORDS CHECK: Provider shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. Provider shall not permit any employees to have any contact with District pupils until such time as Provider has verified in writing to the governing board of the Redlands Unified School District that such employee has not been convicted of a felony as defined in Education code 45125.1. Provider's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent providers of the Provider. Verification of compliance with this section shall be provided in writing to the District prior to the commencement of participation in the agreed project and prior to contact with students.
9. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with the provider or district a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).
10. GOVERNING LAW: The validity of this MOU and all of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this MOU are authorized without the mutual written consent of both parties.
12. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the MOU.
13. TERMINATION: The District may terminate this MOU for any reason upon written notice to Provider. The District shall be relieved of the payment of any consideration to the Provider should the Provider fail to perform under this MOU. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Provider under this MOU.
14. SEVERABILITY: In the event any portion of this MOU shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this MOU.
15. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT: Any written or electronic media product produced as a result of this MOU shall be a work for hire and shall be the property of the District.
17. EXPENSES: The Provider shall be responsible for all costs and expenses incident to the performance of services for the District, except as provided by this MOU, including but not limited to: all costs of equipment provided by the Provider; all fees, fines, licenses, bonds or taxes required of or imposed against the Provider; and all other of the Provider's costs of doing business.

**G. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:**

This MOU constitutes the entire understanding of the parties. The Provider's signatures below signify both an understanding and acceptance of the contract provisions.

**H. APPROVALS:**

This MOU shall become effective upon its approval by the undersigned persons:

**DISTRICT:**

REDLANDS UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Signature  
Assistant Superintendent, Business Services  
Chief Business Official

\_\_\_\_\_  
Date

**PROVIDER:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date