

**FONTANA UNIFIED SCHOOL DISTRICT
PURCHASE ORDER TERMS AND CONDITIONS**

The District's Purchase Order is subject to the following terms and conditions:

1. **ACCEPTANCE OF ORDER:** This order (hereinafter "Order") is District's (hereinafter "Buyer's", "Buyer" or "District") offer to Contractor, Seller or Supplier (hereinafter "Seller"). Acceptance is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the terms and conditions of this Order, whether or not such term or condition will materially alter this Order. Seller's commencement of performance or acceptance of this Order in any manner shall conclusively evidence agreement to this Order as written.
2. **Sales Tax:** All items are taxable for State, County & City taxes. The Fontana Unified School District is exempt from payment of Federal Excise Tax. Prices listed shall be exclusive of such Excise Tax.
3. **SHIPPING:** Ship all merchandise PREPAID to indicated destination. Add freight charges to your bill ONLY if authorized in writing on the purchase order. No C.O.D. charges permitted.
4. **PACKAGING AND EXTRAS:** Enclose packing list showing purchase order number with all deliveries. No charges will be allowed for transportation, packaging, packing, or returnable containers agreed to in this Order. Damage to any Item(s) resulting from improper packaging will be charged to Seller.
5. **SPECIFICATIONS:** All Item(s) ordered to specifications shall comply with such specifications current as of the date of this Order unless otherwise specified by Buyer.
6. **Material Safety Data Sheets (MSDS)** must be included with the order. If requested MSDS are not delivered with order, payment will be delayed pending receipt of sheets.
7. **PERFORMANCE REQUIREMENTS:**
 - 7.1 Quality Level - Seller shall maintain a quality level of zero defects on all Item(s) shipped to Buyer.
 - 7.2 All delivered goods, services, and changes must be in accordance with bids or specification upon which this order is placed. Do not substitute. The District reserves the right to cancel this order or adjust any claim thereunder if merchandise, delivery, Services rendered, or charges submitted are not in accordance with the bids or specifications.
 - 7.3 Forecasts - In the event Buyer has provided Seller any delivery forecast(s), said delivery forecast(s) are being provided by Buyer without liability or obligation. Seller acknowledges and accepts that changes may occur in the delivery forecast(s) and/or quantities listed therein and Seller releases Buyer from any and all damages and claims resulting from changes to delivery forecast(s) and/or quantity changes made thereto.
 - 7.3.1 Schedule Acceleration/Deceleration - Buyer may revise any delivery schedule without cost or change to the unit price stated in the applicable Purchase Order(s) at any time by providing Seller with written notice of the revised schedule.
 - 7.3.2 On-time Delivery - Seller shall maintain an on-time delivery level of 100%. Delivery is considered to be on- time with the agreed-upon schedule date when shipments are received no more than three (3) days ahead or zero (0) days after the scheduled delivery date.
 - 7.3.3 Delivery Performance Measurements - The Parties agree that Seller's On-time Delivery performance is subject to monitoring and the parties agree that failure to maintain the agreed to delivery performance waives any Buyer obligation to fulfill any commitment under this Order and may result in termination.
 - 7.3.4 Remedies - The parties agree that failure to meet the Performance Requirements in this Section 4 may render Seller as a non-preferred supplier, in the sole discretion of Buyer, which can be considered as cause for re-negotiation of this Order or termination. Additionally, the following remedies are also available to Buyer:
 - a. Seller may be obligated to pay liquidated damages in the amount of 0.025% of the value of the delayed Item(s) for each calendar day of delay in delivery of the Item(s) commencing on the day following the due date found on the applicable Purchase Order up to a total of 10% of the value of the of the delayed Item(s), as indicated on the Purchase Order.
 - b. Notwithstanding the foregoing, Buyer reserves all its rights and remedies at law or in equity.
8. **CHANGES:**
 - 8.1 Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, samples or other description to which the Item(s) are to conform, in methods of shipment and packaging, or place of delivery. If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order modified accordingly. Any claim for an equitable adjustment must be made within thirty (30) days of the receipt of such notice. The equitable adjustment shall be made based on negotiations between Buyer and Seller. Nothing in this clause shall excuse

the Seller from proceeding without delay to perform this Order as changed. Seller shall make no substitutions or changes to the form, fit, or function of the Item(s) furnished to Buyer by Seller hereunder without prior written notice and approval in writing from Buyer.

- 8.2 The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of its obligations under this Order, nor excuse or constitute a waiver of any defects or nonconformity in any Item(s) furnished under this Order, nor change, modify or otherwise affect any of the provisions of this Order, including, but not limited to, the prices and delivery schedules contained herein.

9. **PAYMENT:** All invoices for item(s) delivered and service(s) performed shall be mailed to Fontana Unified School, Accounts Payable Department. All invoices shall have the purchase order number and Seller's name shown clearly thereon. Labor and materials shall be itemized. All discounts, prices, and amounts shall be clearly shown.

10. **WARRANTY:**

- 10.1 SELLER SHALL WARRANT THAT ITEMS SUPPLIED BY SELLER ARE NEW UNLESS SPECIFICALLY APPROVED BY BUYER IN WRITING. ITEMS SHALL NOT BE SURPLUS, RECONDITIONED, RECOVERED OR REMANUFACTURED UNLESS APPROVED BY BUYER IN WRITING.
- 10.2 Seller shall reimburse Buyer for all consequential damages and expenses associated with correcting the defect, failure, authenticity, and conformance of the Item(s) including repair, refurbishment, exchange and any other consequential costs associated with correcting the defect, failure, authenticity and conformance at either the Buyer's location(s).
- 10.3 Any other specific product or service warranty shall be expressly included in the manufacturer's standard publications, proposal or quotations.

11. **TERMINATION:**

- 11.1 **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the Buyer to cancel/terminate this Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by Buyer of all or any part of this Order and/or any Purchase Order(s) without cause, Seller shall submit all claims for amount due from the Buyer within thirty (30) days after the effective date of cancellation/termination. Seller shall maintain complete and accurate records to support Seller's claimed costs. Such records shall be available for verification through audit and analysis by the Buyer. The Buyer's maximum liability shall be limited to the following:
- 11.1.1 In no event shall Seller be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
- 11.1.2 Seller shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
- 11.2 **For Default** — The Buyer may, by written notice to Seller, without prejudice to any other rights or remedies provided under this Purchase Order, by law or in equity, terminate this Purchase Order(s) in whole or in part for any of the following circumstances:
- 11.2.1 If Seller has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
- 11.2.2 If Seller fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
- 11.2.3 If Seller: 1) fails to perform any of the other terms of this Purchase Order; or 2) fails to make progress as to endanger the performance of this Purchase Order in accordance with its terms, and in either of the two circumstances enumerated in Section 8.2, does not cure such failure within a period of ten (10) calendar days (or such longer period as the Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure. In the event the Buyer terminates this Purchase Order in whole or in part as provided in this Section 8.2, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to the Buyer for any excess costs, reasonably incurred for such similar supplies or services.

12. **LIMITATION OF LIABILITY/DISCLAIMER OF DAMAGES.** Buyer's maximum aggregate liability for its acts or omissions hereunder shall be limited to a sum no greater than the aggregate value of the Item(s) scheduled for delivery per the Order issued. FURTHER, IN NO EVENT SHALL BUYER BE LIABLE FOR PUNITIVE, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ITS ACTS OR OMISSIONS HEREUNDER.

13. **RELEASE OF NEWS INFORMATION AND ADVERTISING:** Seller shall not, without the prior written consent of Buyer (a) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Order, or (b) in any manner advertise or publish the fact that Buyer has placed this Order.

14. **SELLER'S DATA: (AS APPLICABLE)**

- 14.1 Seller agrees that all data or information, regardless of form and including but not limited to tapes, photo prints and other graphic information, furnished with Item(s) or required to be furnished by this Order, together with any information furnished orally, shall be free from proprietary restriction. Data for which a restrictive use marking is authorized herein or by special

agreement, may be duplicated and used by Buyer as required.

- 14.2 To the extent that Seller establishes a claim to statutory copyright in any data first produced and furnished in the performance of this Order, Seller grants the Buyer a royalty-free, perpetual, nonexclusive, irrevocable, worldwide license to publish, distribute, translate, duplicate, exhibit, or perform any such data copyrighted by the Seller with the right to grant sublicenses.
- 14.3 Exclusive of computer software and related documentation, Seller agrees to grant a license for the benefit of Buyer of the same scope set forth in Section 11.2 to any technical data delivered under this Order that are copyrighted by Seller.
- 14.4 Exclusive of computer software and related documentation, Seller further agrees not to knowingly include any material copyrighted by others in technical data delivered under this Order without first obtaining, at no additional cost and for the benefit of Buyer, a license therein of the same scope as set forth in section 13.

15. **LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE (AS APPLICABLE):** Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment or Item(s) shall remain the sole and exclusive property of Seller. Seller grants the Buyer a royalty-free, perpetual, worldwide, irrevocable, nonexclusive license to use such software only in or with the equipment or Item(s). Upon such transfer of software and equipment or Item(s), Buyer may make and distribute archival copies of the software.

- 15.1 Software Licenses shall not have an "Automatic Renewal" or "Evergreen Clause". Software licenses shall expire exactly one year (12 months) or sooner, as indicated in our purchase order.
- 15.2 The Software License provider does hereby agree to remove any and all "Automatic Renewal" or "Evergreen Clauses" from their License Agreement, unless indicated otherwise in writing by the District.

16. **PUPIL RECORDS (AS APPLICABLE):** If Seller will have access to student records, Seller agrees to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the District to the end that the rights and privacy of the students enrolled in the Buyer and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the Buyer. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

No identification of students or their parent/guardians by persons other than representatives of Seller is permitted;

- 16.1 The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained;
- 16.2 No access to individual student data shall be granted by Consultant/Professional to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the Buyer or representatives of Seller so long as those persons have a legitimate interest in the information.
- 16.3 All District Data, including Pupil Records, remain the exclusive property of District and District retains exclusive rights, ownership and control thereto. Seller shall not use Pupil Records to which it has access by way of the purchase order or agreement for any purpose other than those required or specially permitted by the purchase order/agreement.

Seller recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the Buyer shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Seller. This assurance is binding Seller on and such persons as may be employed by Consultant/Professional to assist in any phase of the contractual obligation to the District.

17. **INDEMNIFICATION:** Seller shall defend, hold harmless and indemnify the Buyer, its Board members, administrators, employees, agents, attorneys and volunteers ("Buyer") from and against all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Buyer.

18. **INSURANCE: (AS APPLICABLE)**

- 18.1 General: Seller shall procure and maintain for the duration of the Purchase Order, at its sole expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to Buyer. Seller's maintenance of insurance, as required by the Purchase Order, shall not be construed to limit the liability of Seller to the coverage provided by such insurance, or otherwise limit Buyer's recourse to any remedy available at law or in equity.
- 18.2 See the District's Minimum Insurance Requirements for coverage requirements. The Certificate of Insurance, along with the endorsement listing the Buyer as additional insured will be required prior to the issuance of the purchase order and will be primary, and any insurance carried by the Buyer shall be excess and noncontributory.

19. **FORCE MAJEURE:** The Seller shall be excused from late and non-delivery of goods hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, or facilities by the government, when satisfactory evidence thereof has been presented to the Buyer providing it is satisfactorily established that the late or non-delivery is not due to the fault or negligence of the party not performing.

20. **ASSIGNMENT:** Buyer may assign in whole or in part any of its rights and obligations under this Order without the prior consent of the other party. Seller shall not assign in whole or in part or subcontract in whole or substantially in whole any part of its rights or obligations under this Order without the express written consent of Buyer. The terms and conditions of this Order shall bind any permitted successors and assigns of either party.
21. **COMPLIANCE WITH LAWS:** Seller warrants that it will comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Order including any employment, health or safety agency regulations. When the Buyer expends federal funds, Seller will be provided certifications related to the type of procurement in compliance with 2 CFR 200.317 – 200.327. Seller shall sign and submit required contract provisions for non-federal entity contracts under federal awards when required by the District. (Code of Federal Regulations Part 200)
22. **REMEDIES, NON-WAIVER AND INVALIDITY:** Any and all failures, delays, or forbearances of either Party in insisting upon or enforcing at any time or times any of the terms and conditions of this Order, or to exercise any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such terms and conditions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. The invalidity in whole or in part of any term and condition contained herein shall not affect the validity of any other term and condition. The rights and remedies provided Buyer pursuant to this Agreement shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any term and condition hereof shall not constitute a waiver of any other breach.
23. **APPLICABLE LAW:** This Order shall be governed by, construed, and enforced in accordance with the laws of the State of California.
- 23.1 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this purchase order/contract shall be deemed to be inserted herein and this purchase order/contract shall be read and enforced as though it were included therein.
24. **WAIVER:** This Order shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of the parties. The failure to exercise any right under this Order shall not be deemed to be a waiver of such right and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any: a) subsequent breach of such term, provision, covenant or condition; or b) other term, provision, covenant, or condition.
25. **SEVERABILITY:** If any term or condition of this Order is held invalid or unenforceable for any reason, the remaining provisions of this Order shall continue in full force and effect as if this Order had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Order will not defeat the overall intent of the parties. In such a situation, the parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.

THE FOLLOWING PROVISIONS ARE REQUIRED IN PURCHASE ORDERS FOR CONTRACTING THAT WILL BE PERFORMED ON SCHOOL SITES AND/OR AROUND CHILDREN.

26. **FINGERPRINT CLEARANCE:** Under Education Code Section 45125.1, Seller, its employees, agents and subcontractors shall ensure that all employees working with the Fontana Unified School District obtain fingerprint background clearance through the California Department of Justice screening process: Seller will ensure that subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1 (c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011. Verification of compliance with this section shall be provided in writing to the District prior to the commencement of services being provided.
27. Seller agrees that all its agents, employees, subcontractors, and subconsultants who are in the physical presence of students or District employees at District sites are subject to and must comply with all COVID-19 protocols required of District staff under applicable federal, state, and/or local laws. COVID19 protocols may be amended from time to time and may include but are not limited to mandatory vaccination, proof of vaccination, physical distancing, wearing appropriate facial coverings over the nose and mouth or other personal protective equipment, and symptom self-screenings before entering District sites. Weekly COVID-19 testing, and reporting may also be required, when and if applicable. Consultant/Professional shall provide adequate written assurance of its compliance, proof of compliance, or both, upon request from the District.

THE FOLLOWING PROVISIONS ARE REQUIRED IN PURCHASE ORDERS FOR PUBLIC WORKS CONTRACTING:

28. **PREVAILING WAGE REQUIREMENT**

- 28.1 Attention is called to the fact that State of California prevailing wage requirements apply to this project.
- 28.2 Prevailing Wages apply when a public works contract exceeds \$1,000.00.
- 28.3 Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California (Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations), Title 8,

California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes), there shall be paid to each Worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Contract regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such Worker. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

- 28.4 Copies of the prevailing rate of per diem wages applicable to this Project may be found on the Internet at: <http://www.dir.ca.gov/DLSR/PWD>. The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations, which are applicable to the Project. Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract; and shall ensure that the above requirements are included in all its contracts for activities for the Project.
- 28.5 Contractor shall certify to the District on each Payment Request Form, that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Contractor complied with prevailing wage laws. Prior to the release of any retained funds under this Agreement, the Contractor shall submit to the District a certificate signed by the Contractor performing public works activities stating that prevailing wages were paid as required by law.
- 28.6 Failure to comply with prevailing wage laws and/or failure to employ apprentices as required by law shall subject Contractor and/or its Subcontractors to penalties, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.
- 28.7 Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

29. **Department of Industrial Relations Registration**

- 29.1 Public Works including Facility Maintenance Agreements are subject to the regulations established in SB 854 (2014) and SB96 (2017) for public works projects greater than \$25,000 and maintenance projects greater than \$15,000.00:
 - 29.1.1 No contractor or subcontractor may be **listed** on a proposal for a public works project) unless registered with the Department of Industrial Relations pursuant to labor code section 1725.5 {with limited exceptions from this requirement for bid purposes under Labor Code section 1771.1(a)}.
 - 29.1.2 No contractor or subcontractor may be **awarded** a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - 29.1.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The above requirements are not all inclusive. Seller/Contractor is responsible for maintaining knowledge of laws required to do business with public school districts in California.

- 30. **CONFLICT OF INTEREST:** Seller warrants and covenants that Seller presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render this purchase order a violation of any applicable state, local, or federal law, or District policy, regarding conflicts of interest, including, but not limited to, Government Code section 1090. Seller shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the DISTRICT's Conflict of Interest Code. If any principal Seller of the Services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. If any conflict of interest should hereinafter arise, Seller shall promptly notify Buyer of the existence of such conflict of interest. The existence of a conflict of interest which violates any applicable state, local, or federal law, or DISTRICT policy shall be cause for immediate termination of this purchase order.
- 31. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Seller agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, the Seller agrees to require like compliance by all of its subcontractor(s).
- 32. **ORDER OF PRECEDENCE:** These standard Purchase Order Terms and Conditions only apply to transactions that do not have a written agreement executed by both parties. Should there be any ambiguity or inconsistency between the purchase order and the Seller's proposal/quote referenced on purchase order, the purchase order's terms and conditions shall govern, unless there is a written agreement executed by both parties, then the written agreement's terms and conditions shall govern.



Fontana Unified School District

Every Student Successful | Engaging Schools | Empowered Communities

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MINIMUM INSURANCE COVERAGE REQUIREMENTS

This section outlines the insurance coverage requirements based on the type of service being provided to Fontana Unified School District. All required insurance shall be procured with a current A.M. Best's Rating of no less than A: VII.

1. CONSULTANTS/PROFESSIONAL SERVICE PROVIDERS – SERVICES BEING PROVIDED ON DISTRICT

PROPERTY *(except for food vendors, see 5.):*

☐ Commercial General Liability

Per Occurrence \$1,000,000 / Aggregate \$2,000,000 / Products/Completed Operations \$1,000,000/
Personal and Advertising Injury \$500,000

(Contract Services \$1,000,000 or more: Per Occurrence \$2,000,000 / Aggregate \$4,000,000)

- Includes products/completed operations, blanket contractual and property damage, and personal and advertising injury
- Contractor's insurance to be primary and non-contributory
- District, its trustees, officers, employees, and agents to be named as "Additional Insured" by separate endorsement

☐ Commercial /Business Automobile Liability (Required for all vehicles brought onto District property)

Per Occurrence \$1,000,000

- Any Auto
- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles

☐ *Workers' Compensation/Employer's Liability

Statutory Limits required by law / \$1,000,000 each accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 coverage period aggregate

- Waiver of Subrogation

**If owner operated with no employees, then a district waiver approved by the FUSD Risk Management Director will be required.*

☐ Sexual Abuse and Molestation (required when a vendor works directly with students in-person)

Per Occurrence \$1,000,000 / Aggregate \$2,000,000

- If not included with General Liability policy a separate endorsement is required as "Additional Insured" naming District, its trustees, officers, employees, and agents.

☐ Professional Liability

(required from architects, auditors, engineers, attorneys, therapists, technology providers, DSA inspectors, consultants providing a "professional service" or in an advisory capacity)

Per Occurrence \$1,000,000 / Aggregate \$2,000,000

☐ Cyber Liability (Technology Errors and Omissions)

(required for contracts with consultants/contractors with access to confidential or personally identifiable information which includes but not limited to IT consultants, systems analysts, web designers, online services and content providers, programmers, cloud-based providers, system installation and software personnel)

Per Occurrence \$2,000,000 / Aggregate \$2,000,000

2. CONSULTANTS /PROFESSIONAL SERVICE PROVIDERS – ONLINE/REMOTE PROFESSIONAL DEVELOPMENT TRAINING FOR DISTRICT STAFF:

☐ Professional Liability (*required from architects, auditors, engineers, attorneys, therapists, technology providers, DSA inspectors, and/or consultants providing a “professional service” or in an advisory capacity*)
Per Occurrence \$1,000,000 / Aggregate \$2,000,000

☐ Cyber Liability (Technology Errors and Omissions)
(*required for contracts with consultants/contractors with access to confidential or personally identifiable information which includes but not limited to IT consultants, systems analysts, web designers, online services and content providers, programmers, cloud-based providers, system installation and software personnel*)
Per Occurrence \$2,000,000 / Aggregate \$2,000,000

3. CONSULTANTS /PROFESSIONAL SERVICE PROVIDERS – SERVICES BEING PROVIDED TO STUDENTS ONLINE:

☐ Professional Liability (*required from architects, auditors, engineers, attorneys, therapists, technology providers, DSA inspectors, and/or consultants providing a “professional service” or in an advisory capacity*)
Per Occurrence \$1,000,000 / Aggregate \$2,000,000

☐ Cyber Liability (Technology Errors and Omissions)
(*required for contracts with consultants/contractors with access to confidential or personally identifiable information which includes but not limited to IT consultants, systems analysts, web designers, online services and content providers, programmers, cloud-based providers, system installation and software personnel*)
Per Occurrence \$2,000,000 / Aggregate \$2,000,000

4. CONSULTANTS /PROFESSIONAL SERVICE PROVIDERS – SERVICES BEING PROVIDED TO STUDENTS AT THE CONSULTANT’S PLACE OF BUSINESS:

☐ Professional Liability (*required from architects, auditors, engineers, attorneys, therapists, technology providers, DSA inspectors, and/or consultants providing a “professional service” or in an advisory capacity*)
Per Occurrence \$1,000,000 / Aggregate \$2,000,000

☐ Sexual Abuse and Molestation (required when a vendor works directly with students in-person)
Per Occurrence \$1,000,000 / Aggregate \$2,000,000

- If not included with General Liability policy a separate endorsement is required as “Additional Insured” naming District, its trustees, officers, employees, and agents.

5. MAINTENANCE/CONTRACTORS/VENDORS– SERVICES BEING PROVIDED ON DISTRICT PROPERTY:

☐ Commercial General Liability
Per Occurrence \$1,000,000 / Aggregate \$2,000,000 / Products/Completed Operations \$1,000,000/
Personal and Advertising Injury \$500,000

(Contract Services \$1,000,000 or more: Per Occurrence \$2,000,000 / Aggregate \$4,000,000)

- Includes products/completed operations, blanket contractual and property damage, and personal and advertising injury
- Contractor’s insurance to be primary and non-contributory
- District, its trustees, officers, employees, and agents to be named as “Additional Insured” by separate endorsement

☐ Commercial /Business Automobile Liability (Required for all vehicles brought onto District property)
Per Occurrence \$1,000,000

- Any Auto
- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles

☐ *Workers' Compensation/Employer's Liability

Statutory Limits required by law / \$1,000,000 each accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 coverage period aggregate

- Waiver of Subrogation

**If owner operated with no employees, then a district waiver approved by the FUSD Risk Management Director will be required.*

☐ Sexual Abuse and Molestation (required when a vendor works directly with students in-person)

Per Occurrence \$1,000,000 / Aggregate \$2,000,000

- If not included with General Liability policy a separate endorsement is required as "Additional Insured" naming District, its trustees, officers, employees, and agents.

☐ Professional Liability (required from architects, auditors, engineers, attorneys, therapists, technology providers, DSA inspectors, consultants providing a "professional service" having a license or certification)

Per Occurrence \$1,000,000 / Aggregate \$2,000,000

6. FOOD VENDORS – PROVIDING AND SERVING FOOD ON DISTRICT PROPERTY:

The following documents are required along with the following insurance coverage requirements:

- ☐ County Environmental Health Permit
- ☐ Food Handler's Certificate for each employee onsite
- ☐ Business License

☐ Commercial General Liability

Per Occurrence \$1,000,000 / Aggregate \$2,000,000 / Products/Completed Operations \$1,000,000/
Personal and Advertising Injury \$500,000

(Contract Services \$1,000,000 or more: Per Occurrence \$2,000,000 / Aggregate \$4,000,000)

- Includes products/completed operations, blanket contractual and property damage, and personal and advertising injury
- Contractor's insurance to be primary and non-contributory
- District, its trustees, officers, employees, and agents to be named as "Additional Insured" by separate endorsement

☐ Commercial/Business Automobile Liability (Required for all vehicles brought onto District property)

Per Occurrence \$1,000,000

- Any Auto
- Non-Owned Vehicles
- Hired Vehicles

☐ *Workers' Compensation/Employer's Liability

Statutory Limits required by law / \$1,000,000 each accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 coverage period aggregate

- Waiver of Subrogation Endorsement

**If owner operated with no employees, then a district waiver approved by the FUSD Risk Management Director will be required.*

7. BUS CONTRACTORS – FOR SPECIAL SERVICES:

☐ Commercial General Liability

Per Occurrence \$5,000,000 / Aggregate \$10,000,000

Includes products/completed operations, blanket contractual and property damage, and personal and advertising injury

- Contractor's insurance to be primary and non-contributory
- District, its trustees, officers, employees, and agents to be named as "Additional Insured" by separate endorsement

☐ Commercial Automobile Liability

Per Occurrence \$10,000,000

- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles
- District, its trustees, officers, employees, and agents to be named as “Additional Insured” by separate endorsement

☐ *Workers’ Compensation/Employer’s Liability

Statutory Limits required by law / \$1,000,000 each accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 coverage period aggregate

- Waiver of Subrogation Endorsement

**If owner operated with no employees, then a district waiver approved by the FUSD Risk Management Director will be required.*

☐ Sexual Abuse and Molestation (required when a vendor works directly with students in-person)

Per Occurrence \$2,000,000 / Aggregate \$4,000,000

- If not included with General Liability policy a separate endorsement is required as “Additional Insured” naming District, its trustees, officers, employees, and agents.

8. BUS CONTRACTORS – FOR FIELD TRIPS/AVID TRIPS/ATHLETIC AND SPECIAL EVENTS

☐ Commercial General Liability

Per Occurrence \$5,000,000 / Aggregate \$10,000,000 / Products/Completed Operations \$1,000,000/ Personal and Advertising Injury \$500,000

- Includes products/completed operations, blanket contractual and property damage, and personal and advertising injury
- Contractor’s insurance to be primary and non-contributory
- District, its trustees, officers, employees, and agents to be named as “Additional Insured” by separate endorsement
-

☐ Commercial Automobile Liability

Per Occurrence \$5,000,000

- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles
- District, its trustees, officers, employees, and agents to be named as “Additional Insured” by separate endorsement

☐ *Workers’ Compensation/Employer’s Liability

Statutory Limits required by law / \$1,000,000 each accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 coverage period aggregate

- Waiver of Subrogation Endorsement

**If owner operated with no employees, then a district waiver approved by the FUSD Risk Management Director will be required.*

☐ Sexual Abuse and Molestation (required when a vendor works directly with students in-person)

Per Occurrence \$2,000,000 / Aggregate \$4,000,000

- If not included with General Liability policy a separate endorsement is required as “Additional Insured” naming District, its trustees, officers, employees, and agents.

9. COMMERCIAL UNMANNED AERIAL VEHICLE (UAV)

☐ Aircraft Liability

Per Occurrence \$1,000,000 / Aggregate \$2,000,000

ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Fontana Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

Any questions to the District's minimum insurance requirements, please contact the Risk Management Department at (909) 357-5000 ext. 29089 or Purchasing Department at (909) 357-5000 ext. 29017.

Sample Certification of Insurance and Endorsements (different types of acceptable additional insured endorsements and Waiver of Subrogation for Workers Comp) attached.

For reference:

1. CONSULTANTS/PROFESSIONAL SERVICE PROVIDERS – SERVICES BEING PROVIDED ON DISTRICT PROPERTY
2. CONSULTANTS /PROFESSIONAL SERVICE PROVIDERS – ONLINE/REMOTE PD TRAINING FOR DISTRICT STAFF
3. CONSULTANTS /PROFESSIONAL SERVICE PROVIDERS – SERVICES BEING PROVIDED TO STUDENTS ONLINE
4. CONSULTANTS /PROFESSIONAL SERVICE PROVIDERS – SERVICES FOR STUDENTS AT THE CONSULTANT'S PLACE OF BUSINESS
5. MAINTENANCE/CONTRACTORS/VENDORS– SERVICES BEING PROVIDED ON DISTRICT PROPERTY
6. FOOD VENDORS – PROVIDING AND SERVING FOOD ON DISTRICT PROPERTY
7. BUS CONTRACTORS – FOR SPECIAL SERVICES
8. BUS CONTRACTORS – FOR FIELD TRIPS/AVID TRIPS/ATHLETIC AND SPECIAL EVENTS
9. COMMERCIAL UNMANNED AERIAL VEHICLE (UAV)

This disclaimer states that the COI is merely a representation of existing coverage and does not "amend, extend, or alter" policies



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 FULL NAME OF THE PRODUCER OR AGENCY MAILING ADDRESS OF THE PRODUCER CITY / STATE / ZIP CODE	CONTACT NAME: PRIMARY CONTACT AT PRODUCER OR AGENCY PHONE (A/C, No, Ext): PROVIDE TELEPHONE NO. FAX (A/C, No): E-MAIL ADDRESS: PROVIDE EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: INSURER'S FULL LEGAL COMPANY NAME NAIC # INSURER B: INSURER'S FULL LEGAL CO NAME FOR AUTO ID CODE INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NAME OF CONSULTANT/CONTRACTOR MAILING ADDRESS CITY / STATE / ZIP CODE	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	CGL POLICY NUMBER	10/31/21	10/31/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000				
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	AUTO POLICY NUMBER	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ 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			WC POLICY NUMBER	10/31/2021	10/31/2022	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Additional Insured language entered here will not be accepted. There must be a separate Endorsement attached to this Certificate of Insurance.

CERTIFICATE HOLDER FONTANA UNIFIED SCHOOL DISTRICT 9680 CITRUS AVENUE FONTANA, CA 92335	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 MUST BE SIGNED
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

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:

**FONTANA UNIFIED SCHOOL DISTRICT, ITS GOVERNING BOARD, ITS OFFICERS, ITS AGENTS
AND ITS EMPLOYEES**

(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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
Fontana Unified School District, its governing board, its officers, its agents, and its employees	All operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Fontana Unified School District, its governing board, its officers, its agents, and its employees

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

A. Section II – Who Is An Insured 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 ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by MUST BE SIGNED BY INSURANCE AUTHORIZED AGENT

WC 00 03 13
(Ed. 4-84)