



HAWTHORNE SCHOOL DISTRICT ADMINISTRATIVE SERVICES

TO: Educational Assembly/Consultant
FROM: Mara Pagniano, Associate Superintendent, Business
SUBJECT: Services Consultant Informational Letter

A consultant is a person who performs a service for the District. A consultant service is provided by a professional, such as a speaker, trainer, or educator. In order to become a consultant with Hawthorne School District (HSD) a Consultant Agreement must be approved by the HSD Board of Education and specific requirements must be met.

The HSD Consultant Agreement (enclosed) references the need for the consultant to provide evidence of the following insurance coverage depending upon the service provided by the consultant:

Commercial General Liability Insurance *(MANDATORY)	\$1,000,000/occurrence, \$2,000,000 in the aggregate
Automobile Liability Insurance*	\$1,000,000 Combined Single Limit (CSL)
Workers' Compensation	Statutory Limit (As required by the State of California)
Employer's Liability Limit (EL)	\$1,000,000/accident for bodily injury or disease
Professional Liability (E & O) if required by District*	\$1,000,000/occurrence
Sexual Abuse or Molestation	\$3,000,000 Sexual Abuse or Injury Limit Insurance /\$6,000,000 aggregate
Waiver of Subrogation** (PREFERRED)	(see details in paragraph below for description)

*District to be named as additional insured on a separate endorsement specifically as follows: **"The Hawthorne School District, It's Governing Board and the Individuals Members thereof and all District Officers, Agents, Employees and Volunteers as additional insured."**

Language needed on Waiver of Subrogation: **"The insurer agrees to waive all rights of subrogation against the Hawthorne School District, It's Governing Board and the Individuals Members thereof and all District Officers, Agents, Employees and Volunteers for losses paid under the terms of this policy which arise from work performed by the insured for the District. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District".

Once the Consultant Agreement is submitted to Administrative Services the consultant will be notified of the required insurance and an updated agreement will be sent to the vendor for signature. A sample Certificate of Insurance and Additional Endorsement is attached for reference. Please note the Consultant Agreement must be typed and signed prior to submittal to Administrative Services.

Additionally, all individuals who are permitted on-going access on school grounds when students are present and who will have direct contact with children or any student of Hawthorne School District must be fingerprinted and background checked through HSD. Likewise, California law requires persons who have contact with students in the classroom setting to undergo the Mantoux PPD test method of Tuberculosis (TB) screening. As a consultant of HSD you may be required to submit proof of having a TB test within the past year and/or undergo TB testing prior to working with students. Once the Consultant Agreement is Board approved a representative from Hawthorne School District will contact the Consultant to complete these requirements (when applicable). Please note the fingerprinting cost per person is \$52.00 and can be included in the total, not to exceed amount on the Consultant Agreement. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of services) on the basis of these compliance obligations.



Hawthorne School District

2026 -2027 AGREEMENT FOR CONSULTING SERVICES

WHEREAS, it is the desire of the governing board of the Hawthorne School District to employ a professional consultant to provide _____ Services.

WHEREAS, such service will assist the governing board in discharging its legal obligation to provide an adequate educational program and will supplement assistance by the State and County authorities and not replace such assistance and,

WHEREAS, in accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved and ratified by motion of the governing board duly passed and adopted.

THEREFORE, this Agreement is made and entered into this ____ day of _____, 20____, by and between the Hawthorne School District ("District") and _____, ("Consultant").

SERVICES TO BE RENDERED BY CONSULTANT: Consultant will serve as a resource to assist District personnel by providing.

CONSULTANT IS INDEPENDENT CONTRACTOR. Consultant is not an employee or agent of the District and as an independent contractor, Consultant is not entitled to any benefits provided by the District to District employees including Workers' Compensation.

INSURANCE: When required, consultant will provide evidence of, and keep continuously in force, during the term of this contract, the following insurance coverage:

Commercial General Liability Insurance ^{*(MANDATORY)}	\$1,000,000/occurrence, \$2,000,000 in the aggregate
Automobile Liability Insurance*	\$1,000,000 Combined Single Limit (CSL)
Workers' Compensation	Statutory Limit (As required by the State of California)
Employer's Liability Limit (EL)	\$1,000,000/accident for bodily injury or disease
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Language needed on Waiver of Subrogation: **“The insurer agrees to waive all rights of subrogation against the Hawthorne School District, It’s Governing Board and the Individuals Members thereof and all District Officers, Agents, Employees and Volunteers for losses paid under the terms of this policy which arise from work performed by the insured for the District. The policy shall be endorsed with the insurer’s waiver of its rights of subrogation against District”.

INDEMNIFICATION: Consultant shall indemnify, defend, and hold harmless District (including its employees, agents, affiliates, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant or any other person, and from any and all demands, and actions in law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, or employees or any other person or entity for whom Consultant is responsible, in connection with the performance of this Agreement. This indemnification shall not be diminished by any limits of insurance carried by Consultant.

PROFESSIONAL CONDUCT: Consultants are expected to adhere to the following basic expectations:

1. Arrive on time
2. Dress appropriately (HSD BP 4119.22 & AR 4119.22)
3. Speak professionally (no swearing, cursing, etc.)
4. Treat others with common courtesy and respect

PAYMENT FOR SERVICES: No payment shall be made unless and until the District verifies that all services for which payment is requested have been fully and satisfactorily performed. Approved payments shall be made within thirty (30) days following receipt of invoice by Hawthorne School District. District agrees to pay Consultant for services rendered at the following rate: _____ Not to Exceed _____.

	Consultant:
	By: _____
Date: _____	Title: _____
	Hawthorne School District:
	By: _____
Date: _____	Title: _____ Superintendent

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Policy Number:

Date Entered: 09/12/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2014

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 [REDACTED] [REDACTED] [REDACTED] [REDACTED]	CONTACT NAME: [REDACTED] PHONE (A/C, No, Ext): [REDACTED] E-MAIL: [REDACTED] ADDRESS: [REDACTED]
	INSURER(S) AFFORDING COVERAGE INSURER A: [REDACTED] NAIC # 8 INSURER B: [REDACTED] INSURER C: [REDACTED] INSURER D: [REDACTED] INSURER E: [REDACTED] INSURER F: [REDACTED]

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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		[REDACTED]	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☒		[REDACTED]	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB RETENTION \$ 10,000	☒		[REDACTED]	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	N/A	[REDACTED]	9/1/2014	9/1/2015	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	☒		[REDACTED]	09/01/2014	09/01/2015	\$1,000,000 \$3,000,000
A	ABUSE & MOLESTATION	☒		[REDACTED]	09/01/2014	09/01/2015	\$3,000,000 \$6,000,000
A	CRIME BOND	☒		[REDACTED]	09/01/2014	09/01/2015	\$500,000 \$5,000,000 DED

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. (SEE ENDORSEMENT ATTACHED)

10 Days Notice for cancellation, non-renewal or major coverage change

CERTIFICATE HOLDER**CANCELLATION**

HAWTHORNE SCHOOL DISTRICT
14120 SOUTH HAWTHORNE BLVD.
HAWTHORNE, CA 90250

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name:	Hawthorne School District Its Governing Board and the Individual Members, Thereof and all District Officers, Agents and Employees & Volunteers	Specific wording must be used
Address:	14120 South Hawthorne Blvd	
	Hawthorne City	CA State
		90250 Zip
Activity:		
Date(s):		

Sample only

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.