

**MEMORANDUM OF UNDERSTANDING FOR SERVICE PROVIDER
OFFERING SERVICES TO
SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

COVER SHEET

Use this MOU if:

Your organization **does not** receive funding from the City/County of San Francisco to provide these services to SFUSD students. *(For example, your agency receives foundation, private, State or Federal funds to provide these services.)*

DO NOT USE THIS MOU IF:

- Your organization provides services through the DPH Special Education Partnerships.
- Your organization is a member of a Beacon Center (The Beacon Initiative has its own MOU with the District.)
- Your organization receives funding from SFUSD to provide these services.

PROCESS

Step 1:

Complete this MOU, including securing the signature of your agency's Executive Director on the last page.

Step 2:

Submit the following documents to the SFUSD Student Support Services Division (contact information below):

- Original signed copy of MOU
- Required Insurance documentation as described on pages 1-2 of this MOU (including a certificate naming SFUSD, its Board, Officers and Employees as additionally insured.)

Step 3:

Complete Site Agreements with each School Site where services will be provided. The Site Agreement can be found at:

http://www.healthiersf.org/Programs/docs/CBO_SiteAgreement.doc

Step 4:

Send Site Agreements that have been signed by your agency **and** the School Site Principal/Administrator to Student Support Services.

SFUSD Student Support Services

555 Franklin Street, 3rd Floor
San Francisco, CA 94102

Attn: Rayna Coats

Phone: 522-6738 **Fax:** 522-6792

Email: coatsr01@sfusd.edu

MEMORANDUM OF UNDERSTANDING FOR SERVICE PROVIDER OFFERING SERVICES TO SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) describes and confirms the expectations and responsibilities of _____ (“Service Provider”) and San Francisco Unified School District (“District”) related to Service Provider’s provision of services to SFUSD students as described in this MOU.

The term of this MOU will be for **Fiscal Year** _____, unless terminated earlier pursuant to the conditions outlined in Section VI.

I. SERVICES PROVIDED TO THE SCHOOL(S)

- A. **Site Agreements.** The specific responsibilities and expectations of the Service Provider with respect to the nature of services provided to the school(s) and the logistics of providing these services shall be outlined in a separate Site Agreement with each SFUSD school where services are provided. The principal at the relevant school site shall sign the Site Agreement and forward a copy of the Site Agreement to their Associate Superintendent and the Contracts office. The signed Site Agreement is hereby incorporated by reference into this Memorandum of Understanding.
- B. **Orientation.** Service Provider shall attend a District Service Provider Orientation prior to its provision of services at a school site.

II. INSURANCE

- A. Without in any way limiting the Service Provider’s liability pursuant to the “Indemnification” section of this Agreement, the Service Provider shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
 - 1. Commercial General Liability Insurance, inclusive of abuse and molestation coverage, with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (Occurrence Form CG001)
 - 2. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable (Insurance Services Office Form CA 0001, Code 1).
 - 3. Workers’ Compensation Insurance, with Employer’s Liability limits not less than \$1,000,000 (one million dollars) each accident.
- B. Commercial General Liability and Business Automobile Liability policies must provide the following:
 - 1. Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.
 - 2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against whom claim is made or suit is brought.

- C. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

Contracts Office
135 Van Ness Avenue, Room 102
San Francisco, CA 94102

- D. If any policies are written on a claims-made form, Service Provider agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- F. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- G. Before commencing any operations under this Agreement, Service Provider must provide the District with the certificates of insurance, and **additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent)** and with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request.
- H. Approval of the insurance by the District shall not relieve or decrease the liability of Service Provider hereunder.

III. INDEMNIFICATION

Service Provider shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by: (a) personal injury or property damage caused, directly or indirectly, by any act or omission of Service Provider; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Service Provider. Notwithstanding the foregoing, Service Provider shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Service Provider, its subcontractors or either's agent or employee.

IV. CRIMINAL BACKGROUND CHECKS

A. More than Limited Contact

Service Provider has the responsibility to make a reasonable determination of whether an employee/agent/volunteer will have more than limited contact with pupils, and therefore requires a criminal background check.

To determine whether an employee/agent/volunteer will have “more than limited contact,” the Service Provider shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be working alone or will be consistently supervised by a person who has passed a criminal background check. For example, a person has “more than limited contact” if s/he will have contact with students on a regular basis or will have an opportunity to be alone with one or more students without supervision.

B. Criminal Background Checks

Service Provider shall comply with the requirements of California Education Code section 45125.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for Service Provider’s employees, prior to service with any District student. Service Provider hereby agrees that Service Provider’s employees shall not come in contact with District students until CDOJ and FBI clearances are ascertained. Service Provider shall certify in writing to DISTRICT that none of its employees who may come into contact with DISTRICT students have been convicted of a violent or serious felony.

Service Provider shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Service Provider shall be responsible for the costs of the Fingerprinting clearances.

V. TUBERCULOSIS TESTING

A. TB Testing

Service Provider will require all employees, agents or volunteers who will have **prolonged contact (as defined by the District)** to complete tuberculosis testing as described in EC 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, persons who are skin test negative shall be required to undergo the foregoing examination at least once every four years.

Service Provider or the employee, agent or volunteer shall be responsible for the costs of the examination.

Service Provider has the responsibility to make a reasonable determination of whether an employee/agent/volunteer will have any contact with students, and therefore requires a TB test.

Service Provider will ensure that its employee, agent or volunteers shall not have any contact with students prior to confirmation that s/he has passed the TB test.

B. Certificates By Examining Physicians

The Service Provider shall maintain on file the certificates from the examining physicians and surgeons showing that each required employee/agent/volunteer was examined and found free from active tuberculosis. These forms must be maintained and updated by the Service Provider, and be available to the District or Agency upon request or audit.

VI. TERMINATION

This MOU may be terminated at any time in writing by the agreement of the parties. Alternatively, any party may terminate this MOU with 30 days prior written notice. This MOU may be terminated immediately by any party if there is a failure to comply with the terms and conditions outlined in this Supplemental MOU, or a failure to comply with the Site Agreements entered into with school sites.

VII. NOTICE TO ALL PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT: Trish Bascom, Associate Superintendent
SFUSD
555 Franklin Street, 3rd Floor
San Francisco, CA 94102

TO THE SERVICE PROVIDER: [insert name of Service Provider]
[insert name of contact person or authorized signatory]
[insert Service Provider's address]
[insert Service Provider's City, State & Zip Code]
[insert Service Provider's telephone and fax numbers]

IX. REQUIRED CERTIFICATIONS

1. Criminal Background Checks. The following employees/agents/volunteers of Service Provider will have more than limited contact (as defined above in the Supplemental MOU) with District students during the term of the MOU (attach and sign additional pages, as needed):

I certify that the employees/agents/volunteers noted above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. I certify that no employees/agents/volunteers will have more than limited contact with students prior to passing the criminal background checks required by this MOU.

2. Tuberculosis testing. The following employees/agents/volunteers will have any contact with District students during the term of the MOU (attach and sign additional pages, as needed):

I certify that all employees/agents/volunteers noted above have completed the tuberculosis screening required by this MOU. I certify that no employees/agents/volunteers will have any contact with students prior to passing the tuberculosis screening required by this MOU.

“I certify that the information provided herein in Section IX (“Required Certifications”) is true and accurate. I further acknowledge that during the term of this Supplemental MOU, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.”

_____ Date _____
Service Provider’s Signature (authorized signatory)

Printed name of Service Provider (authorized signatory)

X. PARTY SIGNATURES TO MOU

I have read all of the provisions outlined in this MOU, and agree to comply with every provision listed herein.

[insert name of Service Provider]

San Francisco Unified School District

SERVICE PROVIDER

By: _____
District Department Head

By: _____
Authorized Signature

Trish Bascom – Associate Supt.
Student Support Services Department

Print Name and Title of Signatory

Print Name and Title of Signatory

Date

Date

By: _____
Sue M. Mook
Contracts Office

Date

APPROVED AS TO FORM:

By: MARIBEL S. MEDINA
GENERAL COUNSEL