



TO: Consultant or Contractor
FROM: Purchasing Department
SUBJECT: Informational Letter

Thank you for your interest in partnering with Meniffee Union School District. In order to be approved to provide services for Meniffee Union School District (MUSD), a written Agreement must be approved by the MUSD Board of Education and specific requirements must be met.

The MUSD Agreement references the need for the consultant/contractor to provide evidence of the following insurance coverage *depending upon the service provided by the consultant /contractor*:

| | |
|---|--|
| Commercial General Liability Insurance | \$1,000,000/occurrence & \$2,000,000 aggregate (Required) |
| Workers' Compensation | \$1,000,000 (Required for employers) Statutory Limit- As required by the State of California |
| Automobile Liability Insurance | \$1,000,000 (dependent on services provided) |
| Professional Liability (E & O) | \$2,000,000/occurrence (dependent on services provided) |
| Sexual Abuse or Molestation | \$1,000,000 Sexual Abuse/Molestation or Injury Insurance (dependent on services provided) |
| Umbrella/Excess Liability Coverage | \$5,000,000 (dependent on services provided) |

*** Forms that are required with the evidence of insurance:**

*** District to be named as Additional Insured on a separate endorsement:** Meniffee Union School District must be listed as Additionally Insured or endorsement must say “any person or organization as required by written contract” and must be primary, non-contributory (**Example of Endorsement on last page**)

*** Waiver of Subrogation must be issued or Language needs to be added to the policy:** “waiver of transfer of rights of recovery against others to us “or “Transfer of rights of recovery against others to us” and must show Meniffee Union School District in the Schedule under “name of person or organization”.
(**Example of Waiver on the last page**)

You will be notified of the required insurance based on the type of services you will provide and an agreement will be sent to you for signature. A sample of our Agreement, Additional Insured Endorsement, and Waiver of Subrogation are attached for reference.



Additionally, all individuals who are permitted ongoing access on school grounds when students are present and who will have direct contact with any student of Meniffee Union School District must be fingerprinted and background checked.

Once all conditions have been met, the agreement will be recommended for Board approval. After Board approval, the Purchasing Department will notify you that you have been cleared to do business with our District.

Samples of the following can be found attached:

- Sample Additionally Insured Endorsement
- Sample Waiver of Subrogation

Please contact the Purchasing Department with any questions

Nora Marquez, Director of Purchasing (951) 672-1851 ext.49150 or nmarquez@menifeeusd.org
Saipelia (Lia) Brekke, Buyer (951) 672-1851 ext. 49151 or saipelia.brekke@menifeeusd.org
29775 Haun Road, Meniffee CA 92586



SAMPLE: ADDITIONALLY INSURED ENDORSEMENT

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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 |
|--|-----------------------------------|
| SAMPLE FORM | |

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.



SAMPLE: WAIVER OF SUBROGATION

CG 24 05 09

WAIVER OF **TRANSFER OF RIGHTS OF RECOVERY** AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This is another term for
"waiver of subrogation"

SCHEDULE

Name Of Person Or Organization:

This cannot be left blank. It must have our name or
the "as required by contract" language.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

The important language is highlighted.