



CITY SCHOOL DISTRICT

**MEMORANDUM OF UNDERSTANDING BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT
AND
PAYNE & PAYNE PHOTOGRAPHERS**

The **Roseville City School District**, hereinafter referred to as “**DISTRICT**” and **PAYNE & PAYNE PHOTOGRAPHERS**, hereinafter referred to as “**PAYNE & PAYNE**”, enter into this Memorandum of Understanding (“**MOU**”) for the express purpose of obtaining services for student and staff photographs. **DISTRICT** and **PAYNE & PAYNE** are referred to jointly as “the School Officials” or singly as a “school official.”

RECITALS

- A. The District is a public school district in Roseville California, and has its administrative offices located at 1050 Main Street, Roseville, CA 95678.
- B. **PAYNE & PAYNE** is a photography company.
- c. The District desires to engage the services of **PAYNE & PAYNE** for the purpose of taking photographs of students and staff.

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU, the School Officials agree as follows:

AGREEMENT

1. PAYNE & PAYNE SERVICES

PAYNE & PAYNE agrees to provide photography services to the **DISTRICT** for the purposes of taking the photographs of students in grades TK-8 at various designated **DISTRICT** school sites. **PAYNE & PAYNE** will provide documentation that all individuals working on campus have appropriate background checks and are appropriate to work with children.

2. TERM OF MOU

This MOU shall commence on August 06, 2015 and continue through June 30, 2016, unless sooner terminated as provided in Section 3 below.

3. TERMINATION / NOTICES

Either School Official may terminate this MOU for any reason by providing 30 days advance written notice to the other School Official. Upon such termination without cause, **PAYNE & PAYNE** shall be entitled to payment for services rendered as of the date of termination, as set forth in the Compensation Section 7 below.

Either School Official may also terminate this MOU for cause by providing written notice to the other School Official for any material breach of this MOU. The breaching School Official shall have ten days to cure the material breach of the MOU; if the material breach is not cured within the ten-day notice period, the non-breaching School Official shall provide written notice of termination and the MOU shall immediately terminate. If the **DISTRICT** terminates the MOU for cause, **PAYNE & PAYNE** shall not be entitled to any further payment under the MOU.



CITY SCHOOL DISTRICT

4. HOLD HARMLESS / INDEMNIFICATION

Each School Official shall defend, indemnify and hold harmless the other School Official, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying School Official or its agents, employees or subcontractors.

It is the intention of the School Officials, where fault is determined to have been contributory, principles of comparative fault will be followed and each School Official shall bear the proportionate cost of any damage attributable to fault of that School Official. It is further understood and agreed that such indemnification will survive the termination of this MOU.

5. INDEPENDENT CONTRACTOR STATUS

The School Officials agree that the relationship created by this MOU is of independent contractor. Each School Official will be responsible for providing its own payroll taxes, withholding, insurance, workers' compensation coverage, and other benefits of any kind, as required by law, for its own employees.

6. INSURANCE

Throughout the term of this MOU, PAYNE & PAYNE shall maintain sufficient insurance. PAYNE & PAYNE shall provide DISTRICT with a copy of its policy evidencing its comprehensive general liability insurance coverage. Failure to provide insurance by PAYNE & PAYNE shall be deemed a material breach of this MOU.

7. NON-DISCRIMINATION

It is the policy of DISTRICT that in connection with all educational services and programs, there will be no discrimination against any pupil, employee, or contractor because of race, color, ancestry, national origin, handicap, religious creed, sex, sexual orientation, age, or marital status. PAYNE & PAYNE agrees to comply with all applicable state and federal laws in this regard.

8. SUCCESSORS AND ASSIGNS

All provisions of this MOU shall be binding upon and inure to the benefit of the School Officials hereto and their respective heirs, if any, successors, and assigns. PAYNE & PAYNE shall not assign any rights under this Agreement, or delegate the performance of any of duties hereunder, without prior written consent of the DISTRICT.

9. GOVERNING LAW AND VENUE

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which this MOU was signed by the DISTRICT and the services are to be provided. Venue of any litigation arising out of or connected with this MOU shall lie exclusively in the state trial court or Federal District Court located in Placer County in the State of California



10. CONFIDENTIAL AND DIRECTORY INFORMATION

The District will release directory information consistent with state and federal law and District Policies and Regulations, to PAYNE & PAYNE for the purposes of creating the student database for picture day and providing to DISTRICT with cumulative file, and to create said photographs and provide administration with a CD of photographs for use in DISTRICT'S Student Information System. Unless otherwise requested, only student name, address, and grade level will be provided. PAYNE & PAYNE and its representatives understand that this information is protected by state and federal laws and agree to maintain and protect the confidentiality of the information from any person or company and will not use this information for any other purpose other than that for which it was originally requested.


Each School Official shall not disclose the confidential records received from the other School Official, including personnel records or student records pursuant to FERPA and California Education Code Section 49073 *et seq.* In the event a School Official receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said School Official shall tender the request to the other School Official who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The school official asserting its claim of confidentiality shall hold harmless and defend the school official receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

11. ENTIRE AGREEMENT / MODIFICATION

This MOU contains the entire agreement between the School Officials and supersedes all prior understandings between them. There are no promises, terms, conditions or obligations, oral or written, between or among the School Officials relating to the subject matter of this MOU except as stated herein. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the school official to be otherwise expressly permitted in this MOU.


IN WITNESS WHEREOF the undersigned have executed this Agreement as of this MOU as of the day and year first written above. The School Officials hereto agree that facsimile signature shall be as effective as if originals.

DISTRICT:

 9/1/2015

Roseville City School District Date

PAYNE & PAYNE:

 9/1/15

Payne & Payne Photographers Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2015

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 Cummins Insurance Agency, Inc. License # OC42488 4401 Hazel Avenue, Suite 110 Fair Oaks, CA 95628 Cummins Insurance Agency	CONTACT NAME: Cummins Insurance Agency	
	PHONE (A/C, No, Ext): 916-961-6000	FAX (A/C, No): 916-961-3046
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nationwide Mutual Insurance Co		23787
INSURER B : Sentinel Insurance Company Ltd		11000
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Payne & Payne Photography, LLC
4533 Laurelwood Way
Sacramento, CA 95864

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ACP7821224734	12/05/2014	12/05/2015	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 \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP7821224734	12/05/2014	12/05/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	57WECVV1337	02/22/2015	02/22/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ROSEVIL

Roseville City School District
1050 Main Street
Roseville, CA 95678

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

Debbie Cummins

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)
Roseville School District
Location(s) Of Covered Operations
all locations at which ongoing operations are being performed for the additional person(s) or organization(s)
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

CG 20 10 04 13

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

All terms and conditions apply unless modified by this endorsement.