

Memorandum of Agreement Language

**IF**

**Then you need this language**

Only requires wireless access	<p>KPBSD will provide a guest username and password allowing specific named users the ability to login to the “KPBSD Guest” wireless network.</p> <p>In the event this agreement spans multiple years, guest wireless accounts supplied under this agreement will expire on June 30<sup>th</sup> of each year. Wireless account renewal must be requested through KPBSD Information Services yearly by supplying a list of then-current named users requiring wireless guest accounts.</p>
Requires guest accounts (allowing computer login)	<p>KPBSD will provide a guest computer account allowing specific named users the ability to login to KPBSD-owned computers connected to the KPBSD internal network. This guest account allows for computer login and storage folders (“Documents” / “Desktop”). Additionally, an email account will be associated with the guest computer account. Use of guest account and KPBSD email is governed by Board Policy 6161.4 Acceptable Use Policy/Internet Safety Policy. Wireless network access is available to guest accounts via the “KPBSD Guest” or “KPBSD Staff/Student” networks.</p> <p>In the event this agreement spans multiple years, guest computer accounts supplied under this agreement will expire on June 30<sup>th</sup> of each year. Account renewal must be requested through KPBSD Information Services yearly by supplying a list of then-current named users requiring guest computer accounts.</p>
Use of computers/Internet	<p>Backups of electronic computer data remain the responsibility of the person(s) or organization named under this agreement. Use of the KPBSD computer and network system is governed by Board Policy 6161.4 Acceptable Use Policy/Internet Safety Policy, available at <a href="http://www.kpbsd.k12.ak.us/board.aspx?id=2778">http://www.kpbsd.k12.ak.us/board.aspx?id=2778</a>.</p>

<p>In School(s) (background check, Security policy BP&amp;AR and, Confidentiality Statement and Internet use)</p>	<p>Have a background check performed by signing up through the KPBSD website as MOA/Outside Agency, including acknowledgement of BP &amp; AR 4112.5 Security Check, BP 6161.4 Acceptable Use Policy/Internet Safety Policy, Confidentiality Statement using the following link: <a href="https://www.applitrack.com/kpbsd/onlineapp/default.aspx">https://www.applitrack.com/kpbsd/onlineapp/default.aspx</a></p>
<p>Organization with employees (unemployment ins – if providing staffing services)</p>	<p>“Partner name” shall defend, indemnify, and hold harmless KPBSD for any claims, causes, action, or liability resulting from the negligence or other acts of “party name” or its employees arising from or relating to the performance of services under this agreement.</p> <p>Carry liability insurance for staff</p> <ul style="list-style-type: none"> <li>i. Comprehensive general liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage per occurrence. The district shall be named as an additional insured on such policy with respect to the performance or failure to perform under this contract.</li> <li>ii. Commercial general/automobile liability insurance shall not be less than \$1,000,000 combined single limit bodily injury and property damage per occurrence.</li> <li>iii. Worker’s Compensation and employer’s liability insurance shall be provided for all employees per Alaska State Statutes who are performing work under this agreement.</li> <li>iv. Certificate(s) of insurance shall not be cancelled or material change of the insurance coverage during the period of the agreement.</li> </ul> <p>Alaska Unemployment Insurance</p> <ul style="list-style-type: none"> <li>v. The term “Contractor” as used below means the organization other than the KPBSD that is a party to this MOA.</li> </ul> <p>Pursuant to 8 ACC 85.015, the State of Alaska considers Contractor’s employees to be KPBSD employees for purposes of Alaska Unemployment Insurance (“UI”) only. KPBSD and Contractor covenant and agree that Contractor’s employees are</p>

	<p>not KPBSD employees. However, solely to comply with Alaska law, KPBSD shall report Contractor’s employees as KPBSD employees to the state as required by law.</p> <p>Contractor agrees to provide KPBSD with the following information regarding Contractor’s employees who KPBSD shall report for UI purpose: employees’ social security numbers, names, reportable wages paid each quarter, full occupational titles or codes, geographic codes, and any and all other information needed for KPBSD to comply with State of Alaska reporting requirements for employment compensation. Contractor shall deliver such information to KPBSD no later than the 10<sup>th</sup> day of April, July, October and January for each preceding quarter by email addressed to Faith Link at flink@kpbsd.k12.ak.us with a copy mailed to Payroll Dept., KPBSD, 148 N. Binkley, Soldotna, AK 99669. Contractor acknowledges that KPBSD uses the reimbursement payment method instead of purchasing unemployment insurance for its employees, which means it carries no insurance to pay any unemployment claims. Contractor agrees that it will promptly pay any and all claims and associated costs for unemployment benefits filed by its employees who are reported by KPBSD for UI pursuant to this agreement, and it will indemnify, defend and hold harmless KPBSD against any and all such claims and associated costs.</p>
<p>Possibility of student concussion?</p>	<p>AS 14.30.143 Concussion Requirements:  Is this building/facility usage related to a nonprofit youth organization providing an opportunity to participate in sports or other recreational activities that could result in a concussion? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No  If so, has the organization provided the District written verification of  <input checked="" type="checkbox"/> (A) A valid insurance policy covering the injury or death in an amount not less than \$50,000 for each person and \$100,000 for each incident;  <input checked="" type="checkbox"/> (B) Compliance with the protocol for prevention and reporting of concussions required in AS 14.30.142 (BP, AR and E 6145.22)</p>
<p>Drone Usage</p>	<p>1. Proof of licensing (Remote Pilot Certificate from the Federal Aviation Administration (FAA)) and any other documents related to the use of a drone for commercial purposes such as air space authorizations and operate drone in compliance with state of Alaska and Federal requirements.</p>

	<ul style="list-style-type: none"><li>2. Agreement to follow site and event Mitigation Plan (still in the process of finalizing).</li> <li>3. Your own mitigation plan stating what you (and anyone you bring with you) will be doing. This needs to include the following:<ul style="list-style-type: none"><li>a. A statement saying you will screen yourself (and anyone with you) prior to arriving at _____High School (<a href="https://www.kpbsd.k12.ak.us/WorkArea/DownloadAsset.aspx?id=41915">https://www.kpbsd.k12.ak.us/WorkArea/DownloadAsset.aspx?id=41915</a>)</li><li>b. A statement saying you (and anyone with you) will sign our waiver of liability <a href="https://www.kpbsd.k12.ak.us/WorkArea/DownloadAsset.aspx?id=41914">https://www.kpbsd.k12.ak.us/WorkArea/DownloadAsset.aspx?id=41914</a> and turn it in to Homer High Administration on or before the day of the event.</li><li>c. A statement that you (and anyone with you) will be masked at all times.</li><li>d. A itinerary of your process from arriving to leaving. Please make your plan as detailed as possible.</li></ul></li></ul>
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