

**AGREEMENT
BETWEEN
SANTA CLARA UNIFIED SCHOOL DISTRICT
AND
BOYS & GIRLS CLUBS OF SILICON VALLEY
(AFTER SCHOOL EDUCATION AND SAFETY PROGRAMS)
FOR SCHOOL YEAR 2018-2019**

This Agreement is made and entered into this _____ day of _____, 2018 by and between the **SANTA CLARA UNIFIED SCHOOL DISTRICT**, a Local Education Agency "LEA" and the **BOYS & GIRLS CLUBS OF SILICON VALLEY** (CONTRACTOR), a municipal corporation of the State of California.

RECITALS

A. LEA is the recipient of funding ("State Grant") to support the After School Education and Safety Program "ASES Program" from the State of California Department of Education ("State").

B. CONTRACTOR has the necessary professional expertise and skill to provide education, literacy, arts, nutrition, recreation and enrichment components of the after school program in accordance with the State Grant.

C. LEA and CONTRACTOR desire to enter into an Agreement to set forth CONTRACTOR'S responsibilities with respect to administration of the LEA's State Grant.

D. CONTRACTOR is subject to the terms and conditions of this Agreement and the LEA's agreements with the State for the State Grant.

E. LEA's Superintendent or designee is charged with the administration of this Agreement.

In view of the above, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

The term of this Agreement shall commence on **August 1, 2018** and shall expire on **June 30, 2019**, unless extended or sooner terminated in accordance with the terms of this Agreement. Regardless of the date of execution of this Agreement, this Agreement is effective as of the Commencement Date.

SECTION 2. STATE GRANT REQUIREMENTS.

CONTRACTOR acknowledges and agrees that funding for the ASES Program is subject to the requirements and restrictions of the State Grants. CONTRACTOR also acknowledges and agrees that the State may issue additional requirements related to the expenditure of the State Grant, or funding of the State Grant or the operation the program. CONTRACTOR agrees to abide by such additional requirements.

SECTION 3. LEA'S REIMBURSEMENT TO CONTRACTOR.

CONTRACTOR acknowledges that LEA will receive State Grant funds to operate the ASES program. LEA will reimburse CONTRACTOR for approved expenses from State Grant funds in an amount up to and not to exceed according to the schedule set forth in EXHIBIT B entitled "REIMBURSEMENT AND REPORTING SCHEDULE".

SECTION 4. FUNDING RESTRICTIONS.

CONTRACTOR acknowledges that reimbursement of approved expenses is contingent upon receipt of the direct grant allocations specified by the State Grant (per quarter based on State schedule and reporting procedures).

A. The funding for this program is calculated for a minimum of 180 days of operation and enrollment of a minimum of 75% of the projected attendance. CONTRACTOR further acknowledges that not meeting the required attendance level will result in CONTRACTOR's reimbursements being reduced, as more particularly described in Subsection C below

B. Each party will ensure direct expenditures fall within 85% of the total grant award. Administrative expenses will fall within 15% of the total grant award.

If CONTRACTOR IS in doubt if an expense is subject to reimbursement, a CONTRACTOR representative shall first contact LEA.

C. Funding through the State Grant is associated with the number of students participating in the program. Programs must meet a minimum of 75% of the projected attendance (84 students/180 days elementary). If the State determines that the reimbursed funds to CONTRACTOR are in excess of the amount warranted due to the site serving fewer student participants than projected, or any other reason, State law allows the State to require a refund in an amount equal to that overpayment.

D. If CONTRACTOR serves more participants than the minimum specified in the Projected Attendance, no additional funds will be awarded through the State Grant.

E. Notwithstanding Subsection D above, CONTRACTOR acknowledges and agrees that LEA may adjust CONTRACTOR'S Projected Attendance in compliance with State rules and allowances.

SECTION 5. LEA'S RESPONSIBILITIES.

LEA agrees to provide the services as set forth in the attached EXHIBIT D, entitled "LEA'S RESPONSIBILITIES."

SECTION 6. CONTRACTOR'S RESPONSIBILITIES.

CONTRACTOR agrees to provide the services at school sites set forth in the attached EXHIBIT A, and EXHIBIT E, entitled "CONTRACTOR'S RESPONSIBILITIES."

SECTION 7. RELATIONSHIP OF PARTIES.

Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between CONTRACTOR and LEA. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 8. FINANCIAL REPORTS/LEA'S RIGHT TO AUDIT.

A. CONTRACTOR, in accordance with the schedule set forth in EXHIBIT B, shall submit to the LEA financial reports as more particularly described in EXHIBIT B.

B. CONTRACTOR shall establish and maintain, in accordance with generally accepted accounting principles, a complete record of all financial transactions related to this Agreement.

C. CONTRACTOR agrees that the LEA or any of their duly authorized representatives, upon reasonable advance notice to CONTRACTOR, shall have access and the right, to examine and audits the CONTRACTOR'S financial records relating to the performance of this Agreement, including all contracts, subcontracts, invoices, payrolls, conditions of employment, materials and all other data or financial records relating to matters covered by this Agreement. CONTRACTOR agrees that LEA's authorized representatives, at any time, upon reasonable advance notice to CONTRACTOR, during normal business hours, shall have access to and right to examine the offices and facilities engaged in performance of this Agreement.

D. CONTRACTOR further agrees that such right of LEA to examine or audit shall continue for five (5) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. CONTRACTOR shall preserve and make available its records (a) until the expiration of five (5) years from the date of expiration or sooner termination of this Agreement, or (b) for such longer period, if any, as is required by applicable law.

E. CONTRACTOR agrees to submit copies of documentation required by the State that support LEA's direct grants in accordance with the Reporting Schedule shown in EXHIBIT B.

F. CONTRACTOR is responsible for repayment to LEA of any disallowed cost. Disallowed costs may be identified through audits, monitoring or other sources of information that become available to LEA. Disallowed costs are any expenditure that is not made in compliance with the terms of this Agreement.

SECTION 9. EMPLOYEES/VOLUNTEERS.

A. Any and all personnel employed or volunteers retained by CONTRACTOR in conducting the operations of CONTRACTOR's services shall be qualified to perform the duties assigned to them by CONTRACTOR. CONTRACTOR's personnel shall be neatly attired, clearly and visibly distinguishable as After School staff and shall conduct themselves at all times in a courteous and businesslike manner.

B. Any and all personnel employed as site-based After School staff shall meet the requirements of the LEA Instructional Assistant, including educational units, if they are considered part of the 1:20 minimum ratio and directly supervising the students.

C. CONTRACTOR represents and warrants to LEA that any personnel employed or volunteer retained by CONTRACTOR to teach Workshops in which minors are participants shall not have any criminal record for offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

10. COMPLIANCE WITH ALL LAWS/ BACKGROUND CHECKS/ REPORT OF CHILD ABUSE AND NON-DISCRIMINATION.

A. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and all State Grant requirements.

B. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR'S business.

C. CONTRACTOR shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq.

D. If the services provided by CONTRACTOR hereunder occur on school facilities, CONTRACTOR shall conduct background checks in compliance with the California Education Code 8483.4 which establishes requirements for several programs including the After School Education and Safety Program (ASES), which code section currently provides as follows:

8483.4 The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district.

E. CONTRACTOR shall also request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code.

F. CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.

SECTION 11. MONITORING AND EVALUATION.

A. In accordance with State Grant requirements, CONTRACTOR shall furnish all data, statements, records, information, surveys, and reports necessary for LEA to monitor, review and evaluate the program. CONTRACTOR shall submit to the LEA the attendance and evaluation reports as described in EXHIBIT B. LEA agrees to participate in a statewide evaluation process as determined by California Department of Education and the CONTRACTOR agrees to provide all information and prepare all documents in a timely manner.

B. CONTRACTOR acknowledges that the State may modify reporting requirements. CONTRACTOR and LEA agree to abide by State's reporting requirements as they are developed and disseminated to LEA. LEA will notify CONTRACTOR of such modifications in accordance with Section 15.

C. CONTRACTOR shall attend any necessary meetings/training session(s) conducted by LEA and/or the managing agency.

D. CONTRACTOR acknowledges and agrees that LEA and the managing agency reserves the right to conduct a minimum of one site visit each year to monitor each site. These visits will be conducted to identify program components, strategies, or

methods which are yielding positive results, to collect information, which will assist staff to provide technical assistance, and to ensure that services provided meet grant requirements, satisfy community needs and are delivered cost effectively.

SECTION 12. INSURANCE.

LEA acknowledges that CONTRACTOR is self insured. CONTRACTOR shall provide a certificate of self insurance if requested by LEA, and agrees to comply with the insurance requirements set forth in Exhibit F.

SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.

CONTRACTOR shall defend, indemnify, and hold harmless LEA, its Board members, officers, employees, and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement attributable to the willful misconduct or negligent acts (active or passive) or omissions by CONTRACTOR, its officers, employees, or agents.

LEA shall defend, indemnify, and hold harmless CONTRACTOR, its Board members, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or negligent acts (active or passive) or omissions by LEA, its officers, employees, or agents.

All obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

SECTION 14. SUSPENSION OR TERMINATION OF REIMBURSEMENTS:

A. LEA may at any time during the term of this Agreement, suspend or terminate reimbursement to CONTRACTOR, in whole or in part, in the event of any of the following occurrences:

1. If CONTRACTOR has made or makes any material misrepresentation of any nature with respect to any information or statements furnished to LEA in connection with this Agreement.
- 2.. If there is pending litigation with respect to the performance by CONTRACTOR of any of its obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of or carrying out of the program.
3. If CONTRACTOR fails to comply with any of the material terms of this Agreement, including but not limited to:
 - a. The program closes or is in danger of closing due to insufficient attendance or lack of adequate facility usage.
 - b. Required staffing level according to the State Grant is not met and is not expected to be met through the combined efforts of the LEA and CONTRACTOR.
 - c. CONTRACTOR fails to comply with any requirement of the State Grant.
4. If CONTRACTOR applies for, or consents to, or acquiesces in the appointment of a receiver, trustee, liquidator or custodian for all or part of its property; or if CONTRACTOR files a voluntary petition in bankruptcy or petition or an answer seeking liquidation or reorganization under the Bankruptcy Code or any other law related to bankruptcy or insolvency or relief of debtors.

B. In the event of termination or suspension CONTRACTOR shall be responsible for expenses up to termination of this Agreement. In accordance with this Agreement, LEA will reimburse CONTRACTOR for the period prior to termination or suspension, provided that CONTRACTOR is in compliance with the provisions of this Agreement.

SECTION 15. NOTICES.

Any communication or notice which either party is required or desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the LEA and CONTRACTOR as set forth below:

LEA: Santa Clara Unified School District
Assistant Superintendent
1889 Lawrence Road
Santa Clara, CA 95051

CONTRACTOR: Boys & Girls Club of Silicon Valley
518 Valley Way
Milpitas, CA 95035

Either party may change its address by sending notice of the new address to the other party pursuant to this Section.

SECTION 16. ASSIGNABILITY

This Agreement shall not be delegated or assigned by CONTRACTOR nor shall any of the Scope of Services be subcontracted to third parties without approval from LEA. Any attempted assignment of such rights or delegation of duties, either voluntary, or by operation of law, made without LEA's advance written consent shall be voidable at LEA's option.

SECTION 17. DEFAULT AND TERMINATION.

A. Each of CONTRACTOR's obligations under this Agreement shall be deemed material. If CONTRACTOR fails to perform any of its obligations under this Agreement, LEA may terminate this Agreement upon thirty (30) days advance written notice ("Notice Period") to CONTRACTOR, specifying CONTRACTOR's breach and providing CONTRACTOR with either the opportunity to cure the specified breach or the opportunity to commence to cure the specified breach within the Notice Period in those instances where the specified breach cannot reasonably be cured within the Notice

Period. In the event CONTRACTOR fails to cure or to commence to cure the specified breach within the Notice Period, LEA may terminate this Agreement. Without limiting the generality of the foregoing, the occurrence of any of the events set forth in Section 14 for suspension or termination of LEA's reimbursement shall constitute an event of default.

B. Nothing in this Agreement shall be construed so as to deprive LEA of its rights and remedies at law or in equity against CONTRACTOR.

C. LEA or CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

D. LEA's Assistant Superintendent of Education Services is authorized to terminate this Agreement on LEA's behalf.

E. CONTRACTOR's Director of Parks, Recreation and Neighborhood Services or the Director's authorized designee, is authorized to termination this Agreement on CONTRACTOR's behalf.

SECTION 18. AMENDMENTS

Unless otherwise authorized by this Agreement, amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be effective only upon the mutual agreement in writing of the parties.

SECTION 19. INTEGRATED DOCUMENT

This Agreement including its attachments embodies the entire agreement between the LEA and CONTRACTOR concerning the terms and conditions of their relationship. The parties intend that this Agreement shall supersede any and all prior written and/or oral agreements, including any conversations between any officer, agent or employee of LEA and that of CONTRACTOR, none of which shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement

SECTION 20. SEVERABILITY OF PROVISIONS

If any part of this Agreement is for any reason found to be unenforceable by a court of competent jurisdiction, the parties agree that all other parts not so affected shall nevertheless remain enforceable. LEA and CONTRACTOR agree that to the extent that the exclusion of any unenforceable provisions from this Agreement affects the purpose of this Agreement, then the parties shall negotiate an adjustment to this Agreement in order to give full effect to the purpose of this Agreement or either party may terminate this Agreement.

SECTION 21. GOVERNING LAW/VENUE

LEA and CONTRACTOR agree that the law governing this Agreement shall be that of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 22. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement. In no event shall any payment by LEA or acceptance of payment by CONTRACTOR constitute or be construed to be a waiver by LEA or CONTRACTOR of any breach of this Agreement or any default which may then exist on the part of LEA or CONTRACTOR, and the making of such payment or the acceptance of any such payment while any such breach or default exists shall in no way impair or prejudice any right or remedy available to LEA or CONTRACTOR with respect to such breach or default.

SECTION 23. ACKNOWLEDGEMENT OF LEA

CONTRACTOR shall acknowledge the support of LEA in all written documents and information materials concerning the Program, including, but not limited to, flyers, newsletters, brochures, banners, apparel, and promotional items. The final format of

CONTRACTOR's acknowledgement of LEA's contribution shall be reviewed and approved by LEA prior to distribution or publication.

SECTION 24. MISCELLANEOUS PROVISIONS.

A. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

B. Where this Agreement refers to LEA and no officer of the LEA is named, LEA's Superintendent or designee shall have the authority to act on LEA's behalf.

C. This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and the parties hereto do not intend to create any third parties beneficiaries as a result of this Agreement. No third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

D. The following documents are attached to this Agreement, are incorporated by referenced herein as though fully set forth, and are deemed a part of this Agreement:

Exhibit A	SCHOOL SITES, PROJECTED ATTENDANCE
Exhibit B	REIMBURSEMENT AND REPORTING SCHEDULE
Exhibit C	SITE BUDGET
Exhibit D	LEA'S RESPONSIBILITIES
Exhibit E	CONTRACTOR'S RESPONSIBILITIES
Exhibit F	INSURANCE

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

SANTA CLARA UNIFIED SCHOOL
DISTRICT, LEA

Stanley Rose III, Ed.D.
Superintendent,
Santa Clara Unified School District

Boys & Girls Clubs of Silicon Valley, a
California nonprofit public benefit
corporation

Max Duganne
Chief Executive Officer

EXHIBIT A
CITY OF SAN JOSE
PARKS, RECREATION AND NEIGHBORHOOD SERVICES
SCHOOL SITES AND PROJECTED ATTENDANCE

School Sites and Projected Attendance:

CONTRACTOR will provide an After School Education and Safety program at the site listed below in accordance with the Projected Attendance. Program must operate every day school is in session. Comprehensive program shall include tutoring, homework assistance, literacy, recreation and sports, arts, nutrition, and enrichment activities to elementary students. Also described are required minimum attendance levels.

Program start date: **August 16, 2018**

Name of Site(s)	Projected Annual Attendance	Projected Monthly Attendance	Minimum Daily Attendance	Days Of Operation
George Mayne Elementary School.	14,868	1,486	84	180

EXHIBIT B
REIMBURSEMENT AND REPORTING SCHEDULE

LEA agrees to pay CONTRACTOR an amount not to exceed the total amount of contract for each site as specified below:

Name of Elementary School site(s)	Total amount of contract for site
George Mayne	\$121,769

A. Payment Schedule

CONTRACTOR will be reimbursed by the direct grant not greater than the expenses approved by LEA and incurred by CONTRACTOR at the school sites each month. A monthly payment will be made to the CONTRACTOR after the receipt of the funds contingent on the successful reporting by the CONTRACTOR for the expenditure report.

CONTRACTOR acknowledges and agrees that unless authorized by LEA's Director, CONTRACTOR shall not transfer grant funding between program sites. In addition, CONTRACTOR acknowledges that the accounting of the expenditure of the Grant Award shall be by individual sites, in accordance with the budget as specified in EXHIBIT C.

CONTRACTOR must submit all required reports and be reimbursed according to the schedule set forth in Subsection B below. The description of the contents of the required reports is also set forth below.

B. Reporting Schedule and Description of Required Reports

1. Program attendance reports are created based on State reporting schedules due January 31, 2019 and July 31, 2019.
2. An expenditure report in a format specified by the State shall be submitted to the State based on the State reporting schedule.

3. For the purposes of this Agreement, the State schedule is below:
CONTRACTOR shall submit an invoice and expenditure reports to the LEA to generate payment. Payment shall be paid within two business weeks of receipt of invoice and expenditure reports. LEA shall pay CONTRACTOR in monthly installments.

- October 31, 2018
- January 31, 2019
- April 30, 2019
- July 31, 2019

CONTRACTOR's expenditure reports shall set forth in detail all financial transactions related to CONTRACTOR's expenditure of the projected budget, including documentation required by the State and a report of CONTRACTOR's matching funds and/or in-kind services. CONTRACTOR's expenditure reports shall be in a format acceptable to LEA's Director.

3. CONTRACTOR shall submit to LEA the final year-end close out report no later than August 2018.

In addition, CONTRACTOR shall provide the LEA an evaluation report which includes, but is not limited to, program attendance records, early release forms, and satisfaction evaluation surveys. The CONTRACTOR recognizes the confidentiality of school academic records and other records deemed confidential and will work with the school district to gather the confidential data. CONTRACTOR agrees to comply with California and Federal Law and LEA policies (provided that such LEA policies are provided to City), regarding confidential information.

EXHIBIT C
SITE BUDGET BREAKDOWN

SITE NAME: GEORGE MAYNE ELEMENTARY SCHOOL BUDGET

Site Name	Award Amount (Up to and not to exceed)
George Mayne	\$121,769

EXHIBIT D

LEA'S RESPONSIBILITIES

LEA will provide or has complied with the following:

1. Assist CONTRACTOR with the promotion of the program, the identification of students for targeted enrollment and the engagement of principals at identified schools;
2. Provide testing results according to the State guidelines as they are developed for the close-out report to the State;
3. Provide adequate and appropriate facilities (and all collateral expense; e.g. janitorial, utilities, space) to conduct a variety of activities including but not limited to: homework assistance, enrichment activities, sports, games and crafts;
4. Conduct site visits to ensure programs are meeting educational goals for the students;
5. Submit all formal grant reports to the State;
6. Provide leadership and direction on State grant program and financial requirements;
7. Support the CONTRACTOR in the administration of any evaluations developed and determined by the State for the grant; and
8. Provide healthy snack per grant requirement.

EXHIBIT E

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR agrees to provide the following services at the school sites designated in EXHIBIT A and the following administrative services:

1. Operate and carry out the ASES Program for 180 days from school release time through 6:00 p.m. during weekdays excluding school holidays (some school holidays may have programs to meet attendance and expense numbers);
2. Provide a site coordinator, and any additional staff required to meet the State's 1:20 staff-to-participant ratio. CONTRACTOR shall submit a staffing plan to LEA for all employees and volunteers at each program site. Plan shall include names, job titles, and hours scheduled to work. CONTRACTOR shall submit; updated plan within two weeks following any change in staffing. Provide a daily snack for students.
3. Provide educational academic activities pursuant to the grant program requirements.
4. Provide educational enrichment activities pursuant to the grant program requirements;
5. Provide all registration materials, in two languages if required by LEA;
6. Submit reports, invoices and documentation as specified in EXHIBIT B;
7. Manage expenses within the parameters of the State Grant;
8. Sign in and sign out students, on a daily basis;
9. Comply with district program policies for the protection of students and staff as well as standard operating procedures;
10. Ensure that completed original copies of registration forms are on file at the program site and copies are held at the administrative office.
11. Coordinate recruitment and retention of program participants;
12. Recruit, screen and hire all staff in accordance with State Grant and LEA requirements;
13. Attend meetings and select trainings provided by the Region V Afterschool and Healthy Start Partnership. In addition, site coordinators are required to meet with the principal, teachers, site council, and other school staff on a regular basis;
14. Understand that all student information (including testing and attendance records) is highly confidential and will treat all student information with a high degree of care and confidentiality;

15. Coordinate with other LEA-funded programs at each site in order to avoid duplication of services; and
16. Prior to commencement of services, CONTRACTOR shall provide LEA with a letter certifying that CONTRACTOR has compiled with necessary clearances as specified in EXHIBIT E. CONTRACTOR shall submit, in a form provided by the LEA, the names of all employees and volunteers assigned to work at each school site. CONTRACTOR shall submit to the LEA any updated list two weeks following any staff changes.

EXHIBIT F

INSURANCE

CONTRACTOR represents and warrants that, at CONTRACTOR sole cost and expense, it will maintain for the duration of this AGREEMENT self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the services provided hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors and the indemnity provisions of Section 13 of this agreement.

The requirements of this section may be satisfied by the provision of similar coverage through self-insurance program.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations, and X, C, U where applicable; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
2. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. Minimum Limits of Insurance

CONTRACTOR and LEA shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury,

personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by LEA's Risk Manager. At the option of LEA, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LEA, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the LEA's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. LEA, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The

coverage shall contain no special limitations on the scope of protection afforded to LEA, its officers, employees, agents and contractors.

b. CONTRACTOR's insurance coverage shall be primary insurance as respects LEA, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by LEA, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR, its officers, employees, agents and contractors are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, LEA; products and completed operations of LEA; premises owned, leased or used by LEA; and automobiles owned, leased, hired or borrowed by LEA. The coverage shall contain no special limitations on the scope of protection afforded to the CONTRACTOR, its officers, employees, agents, and contractors.

c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided LEA, its officers, employees, agents, or contractors.

d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to LEA's Risk Manager.

F. **Verification of Coverage**

CONTRACTOR shall furnish LEA with an Affidavit of Insurance affecting coverage required by this AGREEMENT. The Affidavit of Insurance for each coverage are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

**Santa Clara Unified School District
Business Administrator
1889 Lawrence Road
Santa Clara, CA 95051**

G. **Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.