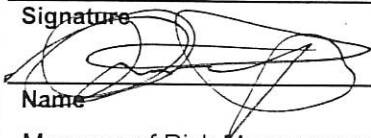


**SAN JOSÉ UNIFIED SCHOOL DISTRICT  
SERVICE AGREEMENT OVER \$25,000**

<b>Budget Clearing Form</b> (To be completed by School/Department)	
CONTRACTOR FULL NAME Myers-Stevens & Toohey Co.	
DBA (DOING BUSINESS AS) Myers-Stevens & Toohey	
SSN or TAX ID NO	BUSINESS LICENSE NO.
DESCRIPTION OF SERVICE: Contracted Services with Myers Stevens insurance to provide student accident insurance for non-sponsored field trips and student athletes for the 2017-2018 school year.	
CONTRACT TERM FROM 7/1/17 TO 6/30/18	
BUDGET NO. 031-940-260-0000-0-781-5450-0000-7200	AMOUNT 55,500.00
BOARD DATE 8/17/17	REQUISITION NO. 18000278
SCHOOL/DEPARTMENT Risk Management	
PREPARED BY: Marisol Robles _____ Name Risk Specialist _____ Position 408-535-6310 _____ Phone Number	AUTHORIZED BY (BUDGET CONTROL ADMINISTRATOR): Sergio Gomez _____ Signature  _____ Name Manager of Risk Management _____ Position
<b>DISTRICT OFFICE PROCESS WORKFLOW</b>	
Reviewed by CONTRACT MANAGEMENT   (Date)	Reviewed by RISK MANAGEMENT (Only if needed)   (Date)
Budget Cleared by FISCAL SERVICES/ASB   (Date)	Approved by BUSINESS SUPPORT SERVICES   (Date)

<b>PURCHASING &amp; CONTRACT MANAGEMENT USE ONLY</b>				
Received By:	Certificate of Insurance Expiration Date	<input type="checkbox"/> Yes <input type="checkbox"/> No	Auto Insurance Expiration Date	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date:	Contractors Certification Exhibit A	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pupil Records Rider Education Code 49073.1 (Pupil Records)	<input type="checkbox"/> Yes <input type="checkbox"/> No
# of Pages:	<input type="checkbox"/> Other: _____			

# SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT OVER \$25,000

This Service Agreement ("Agreement") is made this 01 day of July, 2017, between San José Unified School District ("District"), and Myers-Stevens & Toohey Co., Inc. ("Contractor"), a/an (Please choose one)

☐ Individual ☐ Partnership ☒ Corporation ☐ LLP ☐ LLC ☐ Other (Please specify): \_\_\_\_\_.

1. **SERVICES.** Contractor shall perform the following services ("Services"): (If a separate scope of services or proposal generated by the District or the Contractor is available, attach exhibit(s) and reference it here. Please do not attach a separate contract.)

Contracted Services with Myers Stevens insurance to provide student accident insurance for non-sponsored field trips and student athletes for the 2017-2018 school year.

We do not receive direct compensation from the School District.

2. **LOCATION.** Work will be performed at the following: (e.g., District-wide or specific District sites - a list of sites may also be attached and referenced here) School sponsored and directly supervised activities, Myers-Stevens & Toohey  
will not perform any work on the school sites, we simply provide the insurance coverages.

3. **COMPENSATION.** District agrees to pay Contractor for Services as follows (check and complete one of the following):

- ☐ At the rate of \$ \_\_\_\_\_ per \_\_\_\_\_, with the total amount not to exceed \$ \_\_\_\_\_.
- ☒ In an amount not to exceed \$ \$55,500.00, invoiced to the District in increments as Services are actually completed.
- ☐ In \_\_\_\_\_ installments of \_\_\_\_\_ each, for a total amount not to exceed \$ \_\_\_\_\_.

Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department.

4. **TERM/TERMINATION** The term of this Agreement shall commence on 7/1/2017 and shall continue through 6/30/2018. The District may terminate this Agreement immediately for any reason at any time, by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.
5. **INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

Commercial General Liability Insurance	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property damage	\$5,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Abuse and Molestation Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
Workers' Compensation		Statutory limits
Employer's Liability	Each Occurrence	\$1,000,000

**SAN JOSÉ UNIFIED SCHOOL DISTRICT  
SERVICE AGREEMENT OVER \$25,000**

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

**Subcontractors**

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Contractor hereunder.

6. **TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.
7. **COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable law, including but not limited to Education Code Sections 45125.1 and 49406. Contractor must complete and sign the Contractor Certification attached as Exhibit A. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
8. **WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law.
9. **INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.
10. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the Pupil Records Rider for Digital Records Storage or Digital Educational Software contract requirements (Education Code §49073.1, "Pupil Records").
11. **ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education. This Agreement consists of:
- 11.1 Service Agreement
  - 11.2 Exhibit A – Contractor Certification
  - 11.3 Pupil Records Rider for Digital Educational Software Contracts. Required ☐ YES ☒ NO  
(Refer to Section 10; Statement of Compliance)
12. **NO ASSIGNMENT.** This Agreement may not be assigned by the Contractor, nor any part of the services hereunder subcontracted, without the express written permission of the District.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT  
SERVICE AGREEMENT OVER \$25,000**

- 13. SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.

**14. INFORMATION REGARDING CONTRACTOR**

Contact Name:	<u>Paul Harrison</u>	Email Address:	<u>pharrison@myers-stevens.com</u>
Address:	<u>26101 Marguerite Parkway, Mission Viejo, CA 92692</u>		
Telephone:	<u>800-827-4695</u>	Facsimile:	<u>949-348-2630</u>

- 15. GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
- 16. ATTORNEY'S FEES.** If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 17. BOARD APPROVAL REQUIRED.** This Agreement shall not be a valid and binding obligation of the District, and Contractor shall not be entitled to payment for services rendered, unless and until executed by both parties and approved by the District's Board of Education.
- 18. Executed by the parties at San José, California, on the day and year indicated below.**

**San José Unified School District**

**Contractor**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: FLORENCE ENG

Title: Director, Business Support Services

Date: 8/4/2017

Signature: Paul Harrison  
Digitally signed by Paul Harrison  
DN: cn=Paul Harrison, o=Myers-Stevens & Toohy  
ou=Sales, email=pharrison@myers-stevens.com, c=US  
Date: 2017.08.04 08:02:47 -0700

Print Name: Paul M. Harrison

Title: Vice President

\*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires Contractor's federal tax identification number or Social Security number, whichever is applicable.





Myers-Stevens & Toohey & Co., Inc.

26101 Marguerite Parkway

Mission Viejo, CA 92692-3203

T: 949.348.0656 F: 949.348.2630

myers | stevens | toohey

# Catastrophic Accident Insurance for Students and Volunteers

2017-2018 School Year Coverage Request Form

Underwritten by ACE American Insurance Company; Philadelphia, PA 19106

Name of School/District San Jose Unified School District Address 855 Lenzen Ave.  
City San Jose St CA Zip 95126 Phone 408-535-6510 Fax 408-297-9849

**Summary:** The program consists of the following benefits:

	OPTION I	OPTION II
Excess Accident Medical Expense (100% of U&C) with 10 year benefit paid up to	\$1,000,000	\$5,000,000
Accident Medical Expense Deductible (waived for Presumptive Disability - see brochure)	\$25,000	\$25,000
Accidental Death and Dismemberment - principal sum	\$25,000	\$50,000
Double Dismemberment	\$50,000	\$100,000
Catastrophic Losses payable in addition to accident medical benefits up to	\$500,000	\$1,000,000
Seatbelt and Airbag - 10% of principal sum up to	\$5,000	\$5,000
Crisis Management Benefit	\$50,000	\$100,000

## Coverages Available:

### Class I - Interscholastic Athletics

Covers students while participating in school sponsored and directly supervised games and official practice sessions of interscholastic sports and supporting activities (band, cheerleaders, majorettes, student coaches, student trainers, and student managers) and while traveling directly and without interruption between school and the site of such activities, provided that such travel is arranged by and is at the direction of the school.

### Class II - Student Activities

Covers students while on premises when school is in session and while participating in school sponsored and directly supervised activities (except interscholastic athletics), and while traveling directly and without interruption between school and the site of such activities, provided that such travel is arranged by and is at the direction of the school, and while traveling directly and without interruption between home and school to attend regularly scheduled classes (includes one hour immediately before and after regularly scheduled classes).

### Class III - Religious Education Activities

Covers elementary level students while attending church or school sponsored and directly supervised religious education activities and while traveling directly and without interruption between the school and the site.

### Class IV - Youth Ministry Activities

Covers students while attending church or school sponsored and directly supervised youth ministry activities and while traveling directly and without interruption between the school and the site of such activities, provided that such travel is arranged by and is at the direction of the school.

### Class V - Adult/Parent Volunteers

Covers adult/parent volunteers while participating as a school volunteer in any school sponsored activity, and while traveling, as a volunteer, directly and without interruption between school and the site of such activities, provided that such travel is arranged by and is at the direction of the school.

### Class VI - Summer Sports and Conditioning

Covers students while participating in school sponsored and directly supervised sports and conditioning activities conducted during the summer, and while traveling directly and without interruption between school and the site of such activities, provided such travel is arranged by and is at the direction of the school.

## Premium Computation:

CHOOSE: Class(es) and Option(s):	OPTION I \$1,000,000 MAX	OPTION II \$5,000,000 MAX
Class I - Interscholastic Athletics (All interscholastic athletes and non-competing participants)	# Participants x \$3.90 = _____	# Participants x \$5.97 = _____
Class II - Student Activities (All students enrolled in school/district)	# Participants x \$1.12 = _____	# Participants x \$1.98 = _____
Class III - Religious Education Activities (All students enrolled in Religious Education Program)	# Participants x \$0.60 = _____	# Participants x \$0.94 = _____
Class IV - Youth Ministry Activities (All students enrolled in Youth Ministry Program)	# Participants x \$1.15 = _____	# Participants x \$1.81 = _____
Class V - Adult/Parent Volunteers (Use 10% of total school enrollment for # of Volunteers)	# Participants x \$0.48 = _____	N/A
Class VI - Summer Sports and Conditioning (All Participants)	# Participants x \$1.15 = _____	N/A

MINIMUM PREMIUM ALLOWED: \$350

Total Premium Due =

Effective date of this coverage will be the first day of school and/or the first official day of interscholastic athletics practice (if applicable), or the date the Coverage Request Form and premium are received by Myers-Stevens & Toohey & Co., Inc., whichever is later.

Coverage Effective Date: 7/1/17 through 6/30/18

We hereby request a Catastrophic Accident Insurance Policy. We understand that Insurance will be in force if this Coverage Request Form is accepted by the Company and the required premium is received by the Company when due.

Sergio Gomez

Manager of Risk Management

Name of person authorized to contract for the School/District

Title

Signature

Date

Coverage Request Form must be completed in its entirety and received by MYERS-STEVENS & TOOHEY & CO., INC., prior to the effective date required.