

## **INSURANCE REQUIREMENTS FOR SELPA CONTRACTS**

- A. Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA (District), CONTRACTOR must comply with State of California auto insurance requirements.

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E.** CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA (SCCOE) with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile

Liability policy shall name the LEA (SCCOE and Districts referenced below/Exhibit B) additional insureds on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA (SCCOE). At its option, LEA (SCCOE) may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA (SCCOE) or eliminate such deductibles or self-insured retentions with respect to the LEA (SCCOE), its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

### **ENDORSEMENT REQUIREMENTS**

CONTRACTOR's Commercial General Liability and Automobile Liability policy shall include an Endorsement naming the following as additional insureds:

The Santa Clara County Office of Education, subsidiaries, officials, and employees

SELPA I: Los Altos Elementary School District, Mountain View Whisman School District, Mountain View-Los Altos Union High School District, Palo Alto Unified School District

SELPA II: Fremont Union High School District, Cupertino Union School District, Sunnyvale School District

SELPA III: Cambrian School District, Campbell Union School District, Campbell Union High School District, Lakeside Joint School District, Loma Prieta Joint Union School District, Los Gatos Union School District, Los Gatos-Saratoga Union High School District, Luther Burbank School District, Moreland School District, Saratoga Union Elementary School District, Union Elementary School District

SELPA IV: San Jose Unified School District

SELPA VII: Santa Clara Unified School District

SELPA South East Consortium: Alum Rock Union Elementary School District, Berryessa Union School District, East Side Union High School District, Evergreen School District, Franklin-McKinley School District, Milpitas Unified School District, Gilroy Unified School District, Morgan Hill Unified School District, Mount Pleasant Elementary School District, Oak Grove School District, Orchard School District

- For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials, and employees.
- Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- The acceptance by LEA of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR.