

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

CONTRACT FOR PASSENGER VEHICLE SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES

THIS CONTRACT for Passenger Vehicle Special Education Pupil Transportation Services (“Contract”) is made and entered into on _____, 2018, by and between the **Mountain View Whisman School District** (“District”), and Zum Services, Inc (“Service Provider” or “Provider”). District and Service Provider may be referred to herein individually as a “Party” or collectively as the “Parties”.

District and Service Provider for good and valuable consideration stated herein agree as follows:

1. **Contract Scope of Services:** The Service Provider shall provide special education transportation services to District elementary age students, including the transportation of ambulatory and non-ambulatory students and students with physical, mental or emotional disabilities. Service Provider shall furnish all labor, equipment, transportation, services, licenses and permits, and insurance coverage as required by this Contract. Such transportation may be on any day or days during the term of the Contract and is supplied on an “as-needed, as available” basis.
2. **Term of Contract.** The initial term of the Contract shall be for the period to begin **August 23, 2018** and ending **June 30, 2019**. The Contract may be renewed by mutual consent for additional one (1) year periods, not to exceed a total of five (5) years. The term of the extension would be July 1st through June 30th.
5. **Payments for Services.** Service Provider shall submit invoices in the form and number required by the District for all services provided for under this Contract no later than the last day of each month for the services provided under this Contract. District shall pay all undisputed invoices within sixty (60) days of receipt of the invoice for such services.
3. **Scheduling/Routing.** See **Exhibit “A”** attached hereto.
4. **Permits and Licenses.** The Service Provider, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of the Contract.
6. **Safety Program.** The Service Provider shall provide regular and continuous formal safety instruction for all operating personnel assigned to this Contract, who shall be required to attend regularly scheduled safety meeting at least four (4) times per year.
7. **Assignments or Subcontracting.** Service Provider **shall not assign, transfer, or subcontract** any of its rights, burdens, duties, or obligations under this Contract.
8. **Force Majeure.** Service Provider shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of Service Provider, when satisfactory evidence thereof is presented to the District.
9. **Routing and Scheduling.** Prior to the start of any service under this Contract, the District and the Service Provider shall cooperatively establish routes and tentative schedules conforming to the needs of the District. If, at any time during the term of the Contract, it is determined that service may be improved by revisions to routing, scheduling, or vehicle assignment, the District and the Service Provider shall plan and institute such changes jointly. The District may authorize increased passenger capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Contract. All routes, schedules, and stops must be approved by the District, and are not to be revised without its written authorization.

10. **Service Provider Personnel.** All personnel assigned to perform under this Contract shall be subject to continuous approval by the District and by the Service Provider.
11. **Record Keeping and Accident Reports.** The Service Provider will be required to provide daily or other operational records deemed necessary by the District. All reportable (as defined by law) accidents involving the Service Provider's equipment or personnel while operating for the District, shall be reported to the District on the same day as the reportable accident, but in no case later than 24 hours after the reportable accident.
12. **Adjustment of Rates.** In the event changes in federal, state, local, or other applicable governmental body's statutes, laws, rules, or regulations are enacted that materially impact the terms or costs of services under this Contract, Service Provider may request an adjustment or modification of the terms of this Contract. If, any time during the term of this Contract, it is determined that a significant reduction/increase in service is to be instituted due to changes in the school start/end times (bell schedules), mandated reduction/increase in routes, or any other changes which significantly reduce or increase the existing service level(s), the Service Provider and the District will agree to negotiate an adjustment to the rate schedules. The term "significant reduction/increase" as used herein is defined as any change of ten percent (10%) or more in the number of routes being operated.
13. **Equipment Requirements.** All vehicles supplied under this Contract shall be less than ten (10) years old, and must, in addition, meet with the approval of the District. Regular preventive maintenance, as approved by the vehicle manufacturer, shall be undertaken on all vehicles under this Contract. Vehicles shall be cleaned inside and out, as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs. Spare vehicles of appropriate sizes, and meeting all the above requirements, shall be located by the Service Provider at points close enough to the District so they may be substituted for regularly assigned vehicles, if needed, without delay.
14. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:
- | | |
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| <p>Mountain View Whisman School District
 Robert Clark, Ed.D.
 Chief Business Officer
 Department of Business Services
 Mountain View Whisman School District
 Tel. 650-526-3500</p> | <p>Zum Services, Inc.
 275 Shoreline Dr, Suite 300
 Redwood City, CA 94065
 Tel: 650.799.7675; Fax: _____
 E-Mail: vivek@ridezum.com
 ATTN: Ritu Narayan</p> |
|--|--|
- Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.
15. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.
16. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
17. **Invalid Term.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
18. **Additional Contract Documents Incorporated Herein.**

	Terms and Conditions
	Workers' Compensation Certificate
	Tuberculosis Clearance Certification
	Smoke-Free Environment Certification
	Drug Free Workplace Certification
	Criminal Background Investigation/Megan's Law/Fingerprinting Certification
	Insurance Certificates and Endorsements

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Service Provider certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 20__

Dated: _____, 20__

Mountain View Whisman School District

Zum Services, Inc.

By: _____

By: _____

Print Name: Ayiné Rudolph, Ed.D.

Print Name: Ritu Narayan

Print Title: Superintendent

Print Title: Chief Executive Officer

Information regarding Service Provider:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

Employer Identification and/or Social Security Number: 47-3064863
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

SERVICE SCHEDULING / ROUTING / PRICING

School Site	AM Bell Time	Approximate # of Students		Student Cost		Student Cost
Dartmouth Middle School	8:25 a.m. (a Period 0 begins at 7:25)	1	X	\$198	=	\$ 39,600
Esther B. Clark at CHC	8:00 a.m.	4	X	\$21,600	=	\$86,400
Open Mind School	8:00 a.m.	1	X	\$25,200	=	\$25,200
Pine Hill	8:30 a.m.	1	X	\$39,600	=	\$39,600
Los Altos SD, Covington Elementary	8:00 a.m.	1	X	\$15,600	=	\$15,600
Fixed Annual Costs						\$ 206,400

TERMS & CONDITIONS TO CONTRACT FOR PASSENGER VEHICLE SPECIAL EDUCATION TRANSPORTATION SERVICES

1. **Expenses.** District shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing the Services.
2. **Materials.** Provider shall furnish, at Provider's expense, all vehicles, labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to the Contract.
3. **Independent Contractor.** Provider, in the performance of this Contract, shall be and act as an independent contractor. Provider understands and agrees that Provider and all of Provider's employees shall not be considered officers, employees, agents, partner, or joint venturer of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees.
4. **Standard of Care.**
 - 4.1. Provider represents that Provider has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Provider's Services will be performed in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Provider's Services will be performed with due care and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
 - 4.2. Provider hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Contract.
 - 4.3. Provider shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Provider understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Provider in performing the Services.
 - 4.4. Provider shall ensure that any individual performing Services under the Contract requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Services assigned to them.
5. **Termination.**
 - 5.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Contract. Written notice by District shall be sufficient to stop further performance of Services by Provider. Notice shall be deemed given when received by the Provider or no later than three days after the day of mailing, whichever is sooner.
 - 5.2. **With Cause by District.** District may terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 5.2.1. material violation of this Contract by the Provider; or
 - 5.2.2. any act by Provider exposing the District to liability to others for personal injury or property damage; or
 - 5.2.3. Provider is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency.Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Provider. If the expenses, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Contract, the Provider shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
6. **Indemnification.** To the furthest extent permitted by California law, Provider shall defend, indemnify, and hold free and harmless the District, its Board, District students, passengers, the District's agents, representatives, officers, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Provider, its officials, officers, employees, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of

the Services or from any activity, work, or thing done, permitted, or suffered by the Provider in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Provider proposes to defend the Indemnified Parties.

7. **Compliance with Laws.** Provider shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances, and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on the conduct of the Services as indicated or specified. If Provider observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules, or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any Work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.
8. **Permits/Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Contract.
9. **Anti-Discrimination.** It is the policy of the District that, in connection with all Services performed under this Contract, there be no discrimination against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person, and therefore the Provider agrees to comply with all applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, Provider agrees to require like compliance by all its subcontractors.
10. **Fingerprinting of Employees and Criminal Background Check.**
 - 10.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of services in this Contract that Provider and its subcontractors and employees will have only limited contact with pupils, the Provider shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Provider shall not permit any employee to have any contact with District pupils until such time as the Provider has verified in

writing to the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Provider's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Provider. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to the commencement of the Services and prior to permitting contact with any student.

- 10.2. An employee whom the Provider intends to place at the District shall be not be allowed to have contact with the District's students until the Provider has provided written confirmation and certification to the District that the worker has undergone a fingerprint criminal background check conducted by the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the employee has no pending criminal charges for violent or serious felonies as defined in Education Code section 45122.1, any sex offense as defined under Education Code section 44010, or any crime involving a controlled substance offense as defined under Education Code section 45123. The Provider's responsibility shall extend to all employees, agents, and employees or agents of its subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Provider.
- 10.3. Pursuant to Penal code section 11105.2(c), the Provider shall request from the DOJ notification of subsequent state or federal arrests or dispositions of pending criminal proceedings, for all employees whom the Provider desires to place at the District. The Provider agrees that it shall not allow any person to continue to work or volunteer or provide any services at the District upon receiving a subsequent arrest report from the DOJ indicating that such person has been arrested for violent or serious felonies as defined in Education Code section 45122.1, any sex offense as defined under Education Code section 44010, or any crime involving a controlled substance offense as defined under Education Code section 45123. The Provider's responsibility shall extend to all employees, agents, and employees or agents of its subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Provider.
11. **Health Examination of Employees.** No employee shall be initially allowed to interact with students unless he/she has placed on file with Provider or the District a certificate from a physician licensed under the Business and Professions

Code indicating that a tuberculosis examination within the past sixty (60) days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

12. **Audit.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Contract. Provider shall retain these books, records, and systems of account during the Term of this Contract. Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.
13. **District's Evaluation of Provider and Provider's Employees and/or Subcontractors.** The District may evaluate the Provider in any manner which is permissible under the law. The District's evaluation may include, without limitation requesting that District employee(s) evaluate the Provider and the Provider's employees and subcontractors and each of their performance.
14. **Limitation of District Liability.** Other than as provided in this Contract, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.
15. **Disputes.** In the event of a dispute between the Parties as to performance of Services, Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Provider shall neither rescind the Contract nor stop any Services thereunder.
16. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Contract, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
17. **Confidentiality.**
 - 17.1. Provider and all Provider's agents, employee(s), and/or subcontractor(s) ("Personnel") shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the expiration/termination of this

Contract.

- 17.2. All pupil records/education records are Confidential Records, and to the extent that Confidential Records are disclosed by the District to Provider, those Confidential Records shall remain the property of and subject to the control of the District. To the extent that Provider possesses Confidential Information, it shall hold the Confidential Information in trust for the benefit of the District and shall comply with all lawful instructions from the District regarding the Confidential Information.
 - 17.3. Provider and its Personnel shall not use any Confidential Information for any purpose other than those required or specifically permitted by this Contract.
 - 17.4. Without limiting or narrowing any obligation to preserve confidentiality found elsewhere in this Contract or applicable law, Provider shall, at a minimum, take the following actions to ensure the security and confidentiality of Confidential Information: (1) Provider shall regularly train its Personnel regarding their security and confidentiality obligations; (2) Provider shall obligate its Personnel to effectuate and abide by the terms of this Contract; (3) Provider shall comply with industry standards regarding information security; and (4) Provider shall only permit trained and qualified personnel access to Confidential Information.
 - 17.5. In the event of an unauthorized disclosure of Confidential Information, the Provider shall notify the District of the breach. Thereafter, District shall notify the affected parent, legal guardian, or eligible pupil in conformance with applicable law and this Contract.
 - 17.6. The Parties shall work cooperatively to jointly ensure compliance with Family Educational Rights and Privacy Act ("FERPA") and the FERPA Regulations.
18. **Conflict of Interest.**
- 18.1. The Provider warrants that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in relation to this Contract with the District. The Provider represents that it has completely disclosed to the District all facts bearing upon any possible interests, direct or indirect, which the Provider believes any subconsultant, member of the District, or other officer, agent or employee of the District or any department presently has, or will have, in any resulting contract, or in the performance thereof. Willful failure to make such disclosure, if any, shall constitute grounds for termination of any resulting contract by the District. The Provider agrees to comply with all conflict of interest codes and

regulations adopted by the District and its reporting requirements.

- 18.2. The Provider covenants that it and any sub consultant presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services pursuant to this Contract. Without limitation, the Provider represents to, and agrees with, the District that the Provider and its subconsultants have no present, and will have no future, conflict of interest between providing the District the Services hereunder and any interest Provider may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the District.
- 18.3. Provider agrees to sign and submit the District's standard Conflict of Interest forms as required by the District.
19. **Non-Collusion.** By executing this Contract, Provider hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning this Contract, and that Provider has received from the District no incentive or special payments, or considerations not related to the provision of products and services described in this Contract.
20. **Nondisclosure.** Should District, in its sole and absolute discretion, choose to permit Provider and its Personnel access to Confidential Information, or has already done so, Provider acknowledges and agrees that Provider and its Personnel shall use the Confidential Information solely in connection with performance by Provider of the Services provided to the District, and shall not use the Confidential Information for any other purpose without the prior written consent of the District. Provider acknowledges and agrees that Provider will not disclose Confidential Information to any other person or entity without the prior consent of the parent or eligible student, except that Provider's Personnel may use the Confidential Information, but only for the purposes for which the disclosure was made. In no event shall Provider or its Personnel disclose or permit the disclosure of Confidential Information or any files, compilation, study, report, analysis, or any other work derived from or influenced by the Confidential Information ("Derivative Product") to any person that is not a Party to this Contract without the prior written consent of District. Provider shall not distribute, disclose, or disseminate any Confidential Information to any person, except that Provider may disclose Confidential Information to its Personnel if necessary to perform the Personnel's function. Disclosure to Provider's Personnel shall be limited to Confidential Information that is necessary to perform Services only in connection with this Contract.
21. **Integration/Entire Contract/Amendments.** This Contract constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Contract may be

amended or modified only by a written instrument executed by both Parties.

22. **California Law.** This Contract shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Contract shall be maintained in the California County in which the District's administration offices are located.
23. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
24. **Severability.** If any term, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
25. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party represents s(he) has been properly authorized and empowered to enter into this Contract.
26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **Insurance.** Service Provider shall procure and maintain for the duration of this Contract or any renewal thereof such comprehensive or commercial general liability and automobile insurance as set forth herein as will protect the Service Provider, the District, passengers, pedestrians, and other vehicles from claims set forth below, which may arise out of or result from the Service Provider's operations under this Contract and for which the Service Provider may be legally liable, whether such operations are by the Service Provider, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Insurance shall be procured from a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports.

Service Provider shall maintain limits no less than:

- 27.1. **Comprehensive or Commercial General Liability Insurance** with limits not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, including coverage for contractual liability, personal injury, and independent contractors;

27.2. **Comprehensive or Business Automobile Liability Insurance** with limits not less than \$5,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other point designated by the District, and until time as status of passenger is terminated.

27.3. **Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Insurance** with limits not less than \$3,000,000 per occurrence.

27.4. **Workers' Compensation and Employers Liability Insurance** for all of the Service Provider's employees engaged in work under the Contract and with workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident. The Service Provider shall file with the District certificates of insurance as required herein and in compliance with Labor Code section 3700.

28. **Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates** Provider shall not commence Services under the Contract, until Provider has procured all required insurance and Provider has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

28.1. Endorsements, certificates, and insurance policies shall include the following:

28.1.1. A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

28.2. All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, and the State of California are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

28.2.1 Service Provider's insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, and the State of California.

28.2.2 All endorsements shall waive any right to subrogation against any of the named additional insureds.

28.2.3 All policies shall be written on an occurrence form.

28.2.4 Unless otherwise stated in the Special Conditions, all of Service Provider's insurance shall be placed with insurers **ADMITTED** in California with a current A.M. Best's rating of no less than **A—** or **A:VII.**

28.2.5 The insurance requirements set forth herein shall in no way limit the Service Provider's liability arising out or relating to the performance of the Services or related activities.

28.2.6 Failure of Service Provider to comply with the insurance requirements herein shall be deemed a material breach of this Contract.