

# **Schools Risk and Insurance Management Group (SIG)**

**REQUEST FOR PROPOSALS**

**FOR**

**WORKERS COMPENSATION RETAIL BROKERAGE SERVICES  
GENERAL LIABILITY AND ANCILLARY COVERAGE RETAIL BROKERAGE SERVICES  
RISK MANAGEMENT CONSULTING SERVICES**

**Date: January 19, 2021**

**PROPOSALS DUE THROUGH ELECTRONIC SUBMISSION ONLY:**

**BY: Tuesday, February 9, 2021, at 4:30 pm  
SUBMITTED TO: [cindyw@sigauburn.com](mailto:cindyw@sigauburn.com)**

**Schools Insurance Group  
Attn: Cindy Wilkerson, Executive Director  
[cindyw@sigauburn.com](mailto:cindyw@sigauburn.com)  
550 High Street, Suite 201  
Auburn, CA 95603**

**A. INVITATION AND BACKGROUND**

Schools Risk and Insurance Management Group, also known as Schools Insurance Group or SIG, is a joint powers authority formed in 1979, serving 32 public and charter schools and county offices of education in Placer, Nevada, Sacramento, El Dorado, and Yuba counties. SIG has three separate programs: Workers Compensation, Property/Liability, and Employee Benefits.

SIG is seeking proposals from qualified retail brokerage and risk management consulting services firms to provide separate and independent proposals for the following services:

- Workers Compensation retail brokerage services
- General Liability and Ancillary Coverages retail brokerage services
- Risk Management Consulting Services.

Please see each section for additional program requirements. You may quote on any of the programs/services you are qualified to provide, and you are welcome to partner with any other service provider to provide a comprehensive response to the RFP. An award pursuant to this RFP need not be made based solely or primarily on the lowest cost. SIG will select the provider that best meets the needs of SIG and its members in its sole discretion based on all relevant criteria, including but not limited to the criteria outlined and referenced herein.

Each section (Section I, Section II, and Section III) will be considered on a stand-alone basis and the JPA reserves the right to select different service providers for services articulated in each section. If your programs require bundling of services requested in any of the sections, please specify clearly this requirement in your RFP response. SIG requests that each quote be concise yet fully responsive, identifying only the pertinent and critical information and data requested.

In addition, you are encouraged to identify program fee reductions as an incentive for the JPA to award multiple service sections to you. As an example, if you provide Workers' Compensation Retail Brokerage Services and/or Liability and Ancillary Coverage Retail Broker Services at a proposed fee and Risk Management Consulting Services at a proposed fee, demonstrate an incentive to the JPA by reducing your costs in one or both service areas if you are awarded service contracts for any combination of the three sections.

The JPA is also particularly interested in receiving quotations that provide a multi-year cost guarantee. It is the intent of SIG to enter into a contract for an extended three-year term beginning April 12, 2021, and ending June 30, 2024.

SIG is not liable for any costs incurred to prepare or present a response to this RFP. Responding firms are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the responding firm's own risk, and they cannot secure relief on the plea of error.

Firms must have experience providing these services to public schools, and a strong understanding of the insurance and risk management landscape for public schools, especially as pertaining to risk exposures facing public schools such as childhood sexual assault, public school auto liability, Title IX and special education, and Employment Practices Liability, among others.

SIG is self-insured for claims with a self-insured retention of:

- \$1,000,000 for Workers Compensation, purchasing excess coverage up to statutory limits.
- \$1,000,000 for General/Auto liability. SIG purchases excess coverage for General/Auto Liability claims between \$1,000,000 and \$5,000,000, and is a member of the Schools Excess Liability Fund (SELF) for excess liability coverage of claims above \$5,000,000.
- \$50,000 for Cyber Liability/Breach Response, with excess coverage to \$10,000,000
- \$100,000 for Crime coverage

Pertinent underwriting information will be sent upon emailed request for specific information to [cindyw@sigauburn.com](mailto:cindyw@sigauburn.com). SIG will determine the relevance of the request and will provide only underwriting information that is relevant.

**B. QUESTIONS**

All questions related to this Request for Proposal shall be submitted by January 29, 2021, and sent by email to [cindyw@sigauburn.com](mailto:cindyw@sigauburn.com) . Contact with other SIG employees during the proposal process is prohibited. Proposers who directly contact SIG employees risk elimination of their proposals from consideration.

**C. TIMELINE**

January 19, 2021	RFP issued
January 29, 2021	Questions due
February 3, 2021	Answers posted
February 9, 2021	RFP Responses due
Week of February 16, 2021	Selection of finalists, notification
Week of March 1, 2021	Finalist Presentations/Evaluations
March 17, 2021	Executive Committee review/award
April 12, 2021	Contract begins

**D. SUBMITTAL INSTRUCTIONS: ELECTRONIC SUBMISSION ONLY**

Proposals must be submitted electronically to SIG by the due date and time indicated on the front of this Request for Proposals and in the table above.

Proposals shall be delivered by email to:

Cindy Wilkerson, Executive Director

[cindyw@sigauburn.com](mailto:cindyw@sigauburn.com)

Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted and shall be returned to the Proposer via email unopened unless necessary for identification purposes.

**E. PROPOSAL CONTENT**

SIG discourages overly lengthy proposals. However, the proposal shall include the following information at a minimum:

1. Proposer's:
  - a. Full Business name
  - b. Name, telephone number, and email address of contact
  - c. Location of offices – please identify which office will be handling SIG's claims
2. Description of the proposer's organization, including:
  - a. Names of principals
  - b. Number of employees
  - c. Number of years in business
  - d. Client base
  - e. Areas of specialization and expertise
3. Describe any prior or ongoing incidents in which it is alleged that the proposer has defaulted or failed to perform which led to termination of the contract. Also, describe any civil or criminal litigation or investigation pending which involves proposer or in which proposer has been judged guilty or liable.
4. Describe proposed approach to the Scope of Work, including procedures, methodologies, measures of effectiveness/benchmarking, organization, and scheduling of tasks to be performed as well as a statement outlining the anticipated involvement of SIG staff.
5. List key personnel who will be handling the related services for SIG. Include a description of the role they will assume in serving SIG and its members, and provide an overview of ongoing training or professional development provided. Please include resumes and any relevant designations earned.

6. List any subconsultants or subcontractors the proposer plans to utilize for in carrying out the scope of work for each section.
7. Understanding the transition timeline is compressed, provide a detailed plan for assuming handling of existing marketing, including contact of underwriters, review of existing strategies, and other details that may be part of a successful transition.
8. List three references for whom the proposer has performed similar services of similar scope within the past three years. Include:
  - a. Client name
  - b. Client Address
  - c. Client Contact name
  - d. Contact Phone number
9. Proposal, showing all fees, including any additional fees for reports or other ancillary services, and including any transition costs or data transfer fees.

## SECTION I

Please provide ALL costs for Workers' Compensation Retail Brokerage services.

Service	Notes	Contract year including lead months	2 <sup>nd</sup> year	3 <sup>rd</sup> year
<b>Coverage placement including:</b>			e	
Extensive marketing and negotiation for preferred terms with highly rated carriers				
Funding analysis and alternative structure recommendations				
Catastrophic modeling				
Certificates of Insurance				
Waiver of Subrogation requests				
MOC review/modification assistance for optimal cost efficient coverage				
Collection of underwriting data				

Loss run analysis and recommendations for enhanced program efficiency				
Market updates at regular intervals				

In addition to the above, please respond to the following:

- 1) SIG requests flat fees, and requires that all contingent income be waived to ensure SIG’s best interests are served.
- 2) Considering the impact of COVID or other potentially catastrophic exposures, what modeling or program restructuring would you suggest to maintain or enhance the scope and cost efficiency of SIG’s Workers Compensation Program?
- 3) Identify any programs with which the brokerage is affiliated or for which may be considered a direct writer, as well as any preferred markets to which you may have access
- 4) Identify any Risk Management Information System the brokerage proposes to use and the access that may be granted to SIG.
- 5) What other services can the brokerage provide that might enhance SIG’s Workers Compensation Program?

**SECTION II**

Please provide ALL costs for Liability and Ancillary Coverage Retail Brokerage Services

Service	Notes	Contract year including lead months	2 <sup>nd</sup> year	3 <sup>rd</sup> year
<b>Coverage placement including:</b>				
Extensive marketing and negotiation for preferred terms with highly rated carriers				
Funding analysis and alternative structure recommendations				
Catastrophic modeling				
Certificates of Insurance				
Additional Insured Endorsement requests				
MOC review/modification assistance for optimal cost efficient coverage				

Collection of underwriting data				
Loss run analysis and recommendations for enhanced program efficiency				
Market updates at regular intervals				
Recommend and secure special or customized coverage in response to unique issues				

In addition to the above, please respond to the following:

- 1) SIG requests flat fees, and requires that all contingent income be waived to ensure SIG’s best interests are served.
- 2) Considering the impact of COVID or other potentially catastrophic exposures, what modeling or program restructuring would you suggest to maintain or enhance the scope and cost efficiency of SIG’s Liability and Ancillary Coverage Program?
- 3) Identify any programs with which the brokerage is affiliated or for which may be considered a direct writer, as well as any preferred markets to which you may have access
- 4) Identify any Risk Management Information System the brokerage proposes to use and the access that may be granted to SIG.
- 5) What other services can the brokerage provide to enhance SIG’s Liability and Ancillary Coverage Program?

**SECTION III**

Please provide ALL costs for Risk Management Support Services.

<b>Services</b>	<b>Notes</b>	<b>Contract year including lead months</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
Review of release forms and vendor contracts as necessary for field trips and other potentially high risk activities				
Analysis of contract requirements pertaining to transfer of risk and insurance requirements relative to SIG coverage				
Loss run/trend Analysis to identify areas for which targeted solutions or				

intervention may be appropriate				
Interpretation of SIG's various self-insured MOCs and excess/reinsurance coverage				
Development and delivery of in-person and virtual training as requested by members				
Coordination of virtual training provided by SIG's vendor partner as requested by members				
Property Inspections to identify exposures to risk as well as treatment to prevent losses or mitigate impact				
Wildfire Risk Prevention and Mitigation techniques as needed to prevent or mitigate catastrophic wildfire losses				
Childhood sexual assault program development and implementation with members				
Oversight of SIG's safety credit program with recommendations to enhance effectiveness of incentives with members to control loss exposures				
IIPP development and implementation assistance as needed by members				
OSHA compliance assistance as needed by members				
Development of disaster preparedness resources to assist members with COVID response or other potentially catastrophic exposures				
Assist with CAJPA and/or AGRiP accreditation processes				

In addition to the above, please respond to the following:



- 1) SIG requests flat fees, and requires that all contingent income be waived to ensure SIG’s best interests are served.
- 2) Please explain benchmarking to be implemented to identify program challenges and targeted solutions
- 3) What other services can the consultant provide to enhance SIG’s Risk Management efforts for optimal program cost efficiencies and performance?

**F. MINIMUM REQUIREMENTS**

1. Bidders must have a current insurance license issued by the California Department of Insurance. A copy of license is to be provided with response.
2. Bidder must have at least five (5) years’ experience working in a similar capacity for public school districts in California
3. No prior history of corrective action with the California Department of Insurance.

**G. EVALUATION OF PROPOSALS**

Proposals will be evaluated by a committee. Points will be assigned based on the proposer’s effectiveness and efficiency in supporting each item being rated.

<b>Criteria</b>	<b>Possible Points</b>
Adherence to requirements of this RFP	10
Depth of proposer’s experience	20
Approach to the scope of work	20
Depth of experience of proposed team	15
Access to enhanced resources	10
Access to RMIS	5
Ability to meet established time schedules	5
Cost	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**H. Proposed Contract Template**

SIG intends that the contract template that follows will, in substantial form, be the agreement entered into with the selected firm, but reserves the right to modify the agreement as necessary.

**I. Declarations**

By submitting a proposal, each proposer declares and warrants that:

- a. The offeror has read and agrees to comply with the requirements in this RFP.
- b. The offeror’s response accurately describes the services and deliverables being offered.

- c. The offeror will sign or has stated exceptions for discussion as to the contract template and exhibits.
- d. The offeror can meet all insurance requirements or has stated exceptions for discussion.
- e. The offeror's response is not confidential and will be held open until at least March 24, 2021.
- f. No elected or appointed official, officer, or employee of SIG or its member cities has been or will be compensated, directly or indirectly, in connection with this contract or any work performed thereunder.
- g. All conflicts of interest that may precede or arise from awarding this contract (actual or perceived) have been disclosed in the response. The proposer has further disclosed any business in which proposer has a financial interest. If such financial interest results in income stemming from a contract or other working relationship with SIG member members involved in providing SIG services (expressly including third-party claims administrators providing services to SIG members), proposer must agree to provide periodic reports, upon request, of such income in full disclosure of any financial gain realized directly or indirectly from the SIG-related business relationships.

**SCHOOLS INSURANCE GROUP  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

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This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the Schools Insurance Group (“District”) and \_\_\_\_\_ (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”):

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2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** This Agreement shall begin on \_\_\_\_\_, 20\_\_, and shall terminate upon completion of the Services, but no later than \_\_\_\_\_ (“Term”), except as otherwise stated in Section 4 below. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if: (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$[\_\_\_\_\_] per [\_\_\_\_\_] for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Contractor shall not exceed \$[\_\_\_\_\_].

Any work performed by Contractor in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

5.1 [**Optional provision**] **Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed \$\_\_\_\_\_, which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

"Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. 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 entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is

furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate); if Sexual Abuse/Molestation coverage is provided on a claims made basis, any coverage retroactive date shall be no later than the inception date of this contract. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement at least as broad as ISO form CG2026 0704 stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to

District the following:

A.  Contractor and the Contractor Parties will **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

C.  (Required only if Box 11.B is checked.) All of the Contractor and Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor and Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and District determines whether any contact is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties will **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. **At all times, while engaged in Services and in-person Services are required, Contractor and its subcontractors must comply with all federal, state, and local public health orders, including but not limited to orders of the local County Health Officer, related to COVID-19 or other public health emergencies.**

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons

under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

28. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

29. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

30. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

\* \* \* \* \*



**DISTRICT:**

**CONTRACTOR:**

**SCHOOLS INSURANCE GROUP**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for District Notices:

Address for Contractor Notices:

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