

5.3 Food services. If requested to do so by the School, the District shall provide free and reduced price meals for such students who attend HOPE at Learning Centers located in the District in a manner determined by the District and in accordance with School Board policy and applicable federal and state law. Additionally, if requested to do so by the School, the District shall provide oversight to the HOPE National School Lunch Program, including but not limited to processing and printing of applications, training, and reporting of students eligible for free and reduced price meals for such students who attend HOPE Learning Centers.

5.4 Insurance. The School shall purchase insurance protecting the School and its Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

Comprehensive general liability - \$3,000,000

Officers, directors and employees errors and omissions - \$1,000,000

Property insurance - As required by landlord

Crime Coverage: \$50,000

Motor vehicle liability (if appropriate) - \$1,000,000

Bonding (if appropriate)

Minimum amounts: \$25,000

Maximum amounts: \$100,000

Workers' compensation - (as required by state law and should purchase employers liability up to \$500,000)

Fiduciary Liability: \$1,000,000

Accidental Death and Dismemberment for Volunteers: \$10,000

The District shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Non-rated insurers must be approved by the District. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District's Risk Manager annually on or before the date identified in the data submission timeline. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this Contract.

5.5 Waivers.

a. State Laws and Regulations

i. Automatic waivers. The District agrees to seek waiver from the State Board of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide