

MEMORANDUM OF UNDERSTANDING WITH COLLEGE OR UNIVERSITY FOR STUDENT TEACHING

THIS MEMORANDUM OF UNDERSTANDING WITH COLLEGE/UNIVERSITY FOR speech and language pathology STUDENTS (“Agreement” or “MOU”), dated for convenience January 1, 2025, is entered into by and between San Jose State University (“College”) and the Mt. Diablo Unified School District (the “District” or “MDUSD”) (collectively, the “Parties”) and details the responsibilities of the Parties with regard to a program to provide College students with required to enter or complete Credential programs.

RECITALS

WHEREAS, pursuant to the provisions of the California Education Code, the governing board of a school district is authorized to enter into agreements with an institution approved by the California Commission on Teacher Credentialing (“CTC”) as an educator preparation and credentialing institution to provide experience in speech and language pathology;

WHEREAS, College represents that it is approved by the CTC as a teacher and counselor education instruction;

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of services rendered; and

WHEREAS it has been determined between the Parties hereto that the value of the services to be rendered by the District does not exceed the actual cost to the District of the services rendered; a

NOW THEREFORE, the District and College enter into this Agreement to provide experience in speech and language pathology through which College students enrolled in a corresponding College program (“College Students”), will gain educational experience in District public schools. The following document(s) shall be attached to this Agreement: Insurance documentation pursuant to Section 12 (“College Insurance”) of this Agreement.

AGREEMENT

- 1. INCORPORATION OF RECITALS.** The Parties understand and agree that the recitals set forth above are terms of this Agreement, and are fully incorporated herein by this reference.
- 2. TERM.** The term of this Agreement shall be from January 1, 2025 through June 30, 2029. This Agreement shall be effective upon approval by the Mt. Diablo Unified School District Board of Education and execution by the duly authorized representatives of the Parties.
- 3. TERMINATION.** This Agreement may be terminated at any time in writing by agreement of the Parties. In the alternative, this Agreement may be terminated upon thirty (30) days written notice, pursuant to Section 32 (“Notice to the Parties”), by either party to this Agreement. Neither such termination shall be deemed to be a breach of this

Agreement. In no event shall termination take effect with respect to currently participating College Students, who shall be permitted to complete their including pre-credential early fieldwork placements for any semester in which termination would otherwise occur, except pursuant to Section 9 ("Withdrawal from Program").

4. **PURPOSE.** The purpose of this Agreement is to delineate the roles and responsibilities of the parties with regard to a program to provide practice teaching, counseling and/or administrative placements in the District's public schools. The District shall provide such experience through practice teaching, school counseling, clinical or administrative experience in schools and classes of the District in accordance with California Commission of Teacher Credentialing Standards. College Students shall be jointly assigned by the College and district to placements providing practice teaching, school counseling, clinical or administrative experience in schools or classes in the District for the term as set forth herein. Such practice teaching, school counseling clinical or administrative experiences shall be provided under the direct supervision and instruction of such employees of the District as the District and the College through which their duly authorized representatives may agree upon.

5. **DEFINITIONS.**

- a. "Student Teaching" or "Practice Teaching" or "Administrative Internship" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching or administration of the school site under the direct supervision and instruction of the relevant corresponding employees of the District holding valid life diplomas or credentials issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials, authorizing such supervising and instructing District employees to serve as classroom teachers or administrators in the schools or classes in which the practice teaching or administrative internship is provided.
- b. "Clinical Experience" or "Counseling Internship" or "Clinical or Counselor Practicum" as used herein and elsewhere in this Agreement means active participation in the duties and functions of the counseling or clinical unit under the direct supervision and instruction of employees of the District holding a valid life diplomas or certification issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials or certification, authorizing such supervising and instructing District employees to serve as counselors in the schools or classes in which the clinical experience is provided.
- c. "Semester unit of practice" as used herein and elsewhere in this agreement for elementary and secondary schools equals approximately twenty (20) minutes of practice teaching daily for five (5) days a week for sixteen (16) weeks. For Junior Colleges and/or Adult Schools, semester unit equals approximately twenty (20) minutes of practice teaching daily five (5) days per week for sixteen (16) weeks to twenty (20) weeks during regular session. Other components of the practice teaching experience shall include:
 - i. College Students should be given ample time to participate in the school activities from the beginning to the end of the year.
 - ii. College Students should be given ample time to participate in multiple placements per elementary, middle and high school settings.

- iii. College Students should have at least 12 to 16 hours for counselors and 20-25 hours per week for elementary, secondary and special education candidates to work in a specified site.
- iv. College Students should be allowed to experience two full weeks (all day) of student teaching.
- v. College Students should be given ample opportunity to work within classrooms and schools that are comprised of English Language Learners and in diverse school settings.
- vi. College Students should be allowed to participate in school settings for 16-20 weeks per semester of clinical or teaching.
- d. College shall provide all Cooperating Teachers at least 10 hours of training before or during the first semester a Student Teacher/Counselor is placed in their class or under their supervision, which training shall meet all applicable CTC requirements, including without limitation any requirements for curriculum orientation, supervision approaches, cognitive coaching, adult learning theory and content-specific pedagogy and instructional practices.
 - i. The District will work with College faculty to identify prospective Cooperating Teachers to work with Student Teachers/Counselors from the College.
 - ii. College faculty will collaborate with the District to develop Cooperating Teacher professional development training satisfying CTC requirements.
 - iii. College will go over the role of the Cooperating Teacher as outlined in the student teacher's Individual Services Agreement.

6. **COOPERATING MDUSD EMPLOYEE COMPENSATION.** Pursuant to subsection (a) of Section 5 ("Definitions") herein, the Parties shall work collaboratively to assign appropriately credentialed District staff members to serve as Cooperating MDUSD staff to College Students placed in the District pursuant to this Agreement. If College shall compensate such Cooperating MDUSD Staff for the service provided to College Students, such compensation shall be detailed, immediately below, in this Section 6 "Cooperating Teacher, Counselor or Administrator Compensation." If College shall not provide compensation to Cooperating Teachers/Counselors or Administrators pursuant to this Agreement, then this Section 6, immediately below, shall be left blank, which shall signify that the Parties understand and agree that no such compensation shall be provided.

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7. **PLACEMENTS and ABSENCES.**

- a. College shall inform the District of official student placement by providing students name, school site, cooperating District staff member and additional

information as requested with Human Resources Administrative Assistant (Joelle Piranio at piranioj@mdusd.org), or her successor.

- b. Absences of a College Student from the assigned placement shall not be counted as absences in computing the semester units for early fieldwork experience provided to the College Student by the District.
- c. College will provide information about student early fieldwork placements at District schools on a semester basis for the duration of this Agreement. The list shall include name of student and name of the designated District Cooperating Staff Member and school site for each student placed in a District school.

8. AGREEMENT APPLICABLE TO COLLEGE STUDENTS. College shall inform College Students of the terms and requirements of this Agreement, and shall require College Students to comply with all applicable provisions of this Agreement.

9. WITHDRAWAL FROM PROGRAM.

- a. The District may, for good cause, terminate the assignment of any College Student to the early fieldwork experience placement with the District as detailed herein, and, upon request of the District, made for good cause, College shall withdraw the assignment of any such College Student participant. "Good cause" may include but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disruption to operations.
- b. The College may, for good cause, terminate the assignment of any College Student to the early fieldwork experience program with the District as detailed herein.

10. STATUS OF COLLEGE, DISTRICT, AND COLLEGE STUDENTS. The Parties expressly understand and agree that all College Students serving in early fieldwork experience placements in District schools pursuant to this Agreement are doing so for educational purposes only, and such College Students are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. The provisions of this Section shall survive the termination or expiration of this Agreement.

11. EMERGENCY HEALTH CARE/FIRST AID. District shall, on any day when a College Student is participating in early fieldwork experience at its facilities, arrange for College Student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical or surgical care to any College Student.

12. COLLEGE INSURANCE. College shall procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the College, its agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **APPENDIX A**

(“Insurance Requirements”).

- 13. DISTRICT INSURANCE.** District shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Upon request, District shall provide College with evidence of the insurance coverage required by this Section. District shall promptly notify College of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.
- 14. INDEMNIFICATION.**
- a. The College shall indemnify and hold harmless the District, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees) and claims thereof for injury to or death of a person, including but not limited to employees or students of College, or loss of or damage to property, and liabilities (referred to collectively as “Claims”) of any type whatsoever to all persons, corporations, and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, agents and/or College Students, as determined by a court of competent jurisdiction. The District shall provide the College with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects with the College in connection with any such Claim.
 - b. District shall indemnify and hold harmless the College, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees) and claims thereof for injury to or death of a person, including but not limited to employees of District, or loss of or damage to property, and liabilities (referred to collectively as “Claims”) of any type whatsoever to all persons, corporations and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The College shall provide the District with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects.
 - c. In the event of concurrent negligence of more than one Party, its Board, officers, employees, agents and/or College Students, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in

- the event of concurrent negligence of persons or entities other than the Parties.
- d. Unless there is a conflict in interest between the Parties, the Parties agree to reasonably cooperate with each other in the investigation and disposition of third-party liability Claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of Claims of third Parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.
 - e. The provisions of this Section shall survive the termination or expiration of this Agreement.
15. **CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION.** As employees of the District, all Intern Teachers and Counselors must, as a condition of employment, clear a criminal background check conducted by the District with the California Department of Justice (“CDOJ”) and Federal Bureau of Investigation (“FBI”), and shall be subject to subsequent arrest notification by the CDOJ and FBI to the District.
16. **TUBERCULOSIS TESTING.** As employees of the District, all Intern Teachers and Counselors must, as a condition of employment, clear a tuberculosis examination clearance the same as the testing that is described in California Education Code § 49406.
17. **CONFIDENTIAL INFORMATION**
- a. The Parties understand and agree that, in connection with this Agreement, the Parties may have access to proprietary and/or confidential information which may be owned or controlled by the Parties, the disclosure of which to third parties may be damaging to the Parties, its employees or students. The Parties also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Parties to civil liability. Consequently, the Parties agree that all information disclosed by the Parties to each other shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. The Parties shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. The Parties shall comply at all times with the requirements of the Family Educational Records Privacy Act (“FERPA”) and relevant state law regarding the confidentiality and handling of the District’s pupil records, including but not limited to California Education Code §§ 49073 and sequential. College shall only access District pupil information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of the District under this Agreement, or other provisions of federal and state law permitting access to confidential District pupil information.

College shall not re-disclose confidential District pupil information unless pursuant to federal and state law.

- b. The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws. College shall maintain the confidentiality of District pupils' confidential data as required by HIPAA, HIPAA regulations, HITECH and other applicable laws. Pursuant to Section 10 ("Status of The Parties") of this Agreement, College and District are independent contractors. However, for the sole and exclusively limited purpose of compliance with the provisions of HIPAA by College in regard to the confidentiality of District pupils' health information under HIPAA, which may be found in District pupils' educational records, and to which College may have access pursuant to this Agreement, College and its employees performing this Agreement on behalf of College, shall be deemed volunteers of the District and shall be considered members of District's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and College and such College employees shall maintain the confidentiality of District pupils' confidential data as required by HIPAA and FERPA.
 - c. College shall only use District pupil data for the sole purpose of implementing this Agreement, and for no other administrative, evaluative, programmatic or other purpose.
18. **MODIFICATION OF AGREEMENT.** This Agreement contains the entire agreement between the Parties and supersedes all other oral or written provisions. This Agreement may be amended or modified by the Parties only by written instrument that is executed and approved in the same manner as this Agreement.
19. **USE OF NAME; MARKETING.** Excluding a simple statement or acknowledgement of this Agreement between the Parties, neither party shall use the name, marks or logo of the other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights, or other legal rights or legal obligations, of either party.
20. **DISPUTE RESOLUTION.** District and College agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any issue or dispute that may arise concerning the performance by either party of their obligations under this Agreement. If District's and College's designated contact persons cannot resolve disputes through such negotiations, then the Parties will escalate the dispute to their respective executives who shall have authority to settle the controversy and who are at a higher level of management than the designated contact persons.
21. **SUBCONTRACTING.** College is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of

the District.

22. **ASSIGNMENT.** It is understood and agreed that the services to be performed by the College under this agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the College without the prior written consent of the District.
23. **NON-DISCRIMINATION.** (Board Policies 0410 and 6141). The District is committed to providing equal opportunity for all individuals in education. College understands and agrees that in providing services to the District, it is College's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services College will provide to the District under this Agreement include the provision of services to students, College further understands and agrees that, in providing such services to the District, College shall adhere to Board Policy 6144, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of College's services under this Agreement, College agrees topics shall be relevant to the student activity and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. College further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
 - a. College hereby represents and affirms that it is College's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
 - b. College agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or

group with one or more of these actual or perceived characteristics.

24. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** The Parties acknowledge that, pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be accessible to the disabled public. The Parties shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Parties agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement.
25. **COMPLIANCE WITH LAWS AND BOARD POLICIES:** College shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
26. **MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT.** College will assure that students present at a school site pursuant to this Agreement understand that they are mandated reporters of suspected child abuse or neglect under California Penal Code § 11165.7, and are required to submit reports of suspected child abuse or neglect to Child Protective Services (CPS) as required by law. (Cal. Penal Code § 11165.7, *e.g.* subsections (a)(7) and (a)(8); Sections 11164 and sequential.) Intern students are requested, but not required to notify the District school site administrator when a CPS report has been filed.
27. **GOVERNING LAW; VENUE.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be Concord, California.
28. **WAIVER.** Either party’s failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement’s terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
29. **SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
30. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS.** Original copies of this Agreement shall be executed by the respective Party’s authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have

been signed by each of the Parties and delivered to the other, provided that any other conditions herein regarding the effectiveness of this Agreement have been met.

31. **SEVERABILITY.** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
32. **NOTICE TO THE PARTIES.** Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to the District:

SITE/DEPARTMENT	Human Resources Department
HEAD OF SITE/DEPARTMENT	Ryan Sheehy
CONTACT PERSON	Joelle Piranio
STREET ADDRESS	1936 Carlotta Drive
CITY, STATE, ZIP	Concord, CA 94519
TELEPHONE	
EMAIL ADDRESS	piranioj@mdusd.org

Notice to the College:

College NAME	San Jose State University
CONTACT PERSON	Shannon Cavanaugh-Pareno
STREET ADDRESS	One Washington Square
CITY, STATE, ZIP	San Jose, CA 95192
TELEPHONE/	
EMAIL ADDRESS	shannon.cavanaugh-pareno@sjsu.edu

33. **AUDIT AND INSPECTION OF RECORDS.** Each party agrees to maintain and make available to the other party accurate books and records relative to its activities under this Agreement. To the extent not otherwise prohibited by law, each party will permit the other party to audit, examine and make excerpts and transcripts from such books and records, and to make audits of any invoices, materials, payrolls, or other records and data related to matters covered by this Agreement. Each party shall maintain such records and data in an accessible location and condition for a period of not less than three years after the termination or expiration of this Agreement or until after any final audit has been completed, whichever is later.

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the Parties hereto on the day signed below.

COLLEGE


BY: _____
**INSERT NAME OF AUTHORIZED
SIGNATORY**
**INSERT TITLE OF AUTHORIZED
SIGNATORY**

INSERT DATE SIGNED

Date

Mt. DIABLO UNIFIED SCHOOL DISTRICT

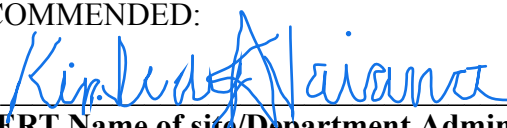
APPROVED:

BY: _____
Ryan Sheehy
Interim Chief of Human Resources

INSERT DATE SIGNED

Date 5/7/25

RECOMMENDED:

BY: _____
INSERT Name of site/Department Administrator
INSERT Title of site/Department Administrator

INSERT DATE SIGNED

Date 5/7/25

MOU with College for Intern Teacher and/or Intern Counselor (NON EMPLOYEE)

**INSERT NAME OF AUTHORIZED
SIGNATORY
INSERT TITLE OF AUTHORIZED
SIGNATORY**

Interim Chief of Human Resources

INSERT DATE SIGNED

INSERT DATE SIGNED

Date

Date

DocuSigned by:

Pegah Pornouri

4/10/2025

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Contract Specialist

Pegah Pornouri

RECOMMENDED:

BY: _____

INSERT Name of site/Department Administrator

INSERT Title of site/Department Administrator

INSERT DATE SIGNED

APPENDIX A: INSURANCE REQUIREMENTS

College shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the College, his or her agents, representatives, employees or sub-providers.

I. MINIMUM SCOPE OF INSURANCE:

- a. **Commercial General Liability (“CGL”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. **Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.
- c. **Automobile Liability (“AL”):** Insurance with limits not less than one million dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the College shall make in any such waiver.
- d. **Workers’ Compensation (“WC”):** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- e. **Professional Liability (Errors and Omissions Insurance):** As appropriate to the College’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.

II. REQUIRED ENDORSEMENTS

- a. **Additional Insured Status:** Mt. Diablo Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the College including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the College’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. **Primary and Noncontributory:** With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the College’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the

College's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

- c. **Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.
- d. **Waiver of Subrogation**
 - i. **The waiver of subrogation applies to CGL, SAM, AL, and WC.**
 - ii. College hereby grants to District a waiver of any right to subrogation which any insurer of said College may acquire against the District by virtue of the payment of any loss under such insurance. College agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

III. ADDITIONAL INSURANCE REQUIREMENTS

- a. **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the College must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- b. **Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, College shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve College of the insurance requirements, nor decrease the liability of College under this Agreement. It is the College's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. **Certificate(s) of Insurance** shall include the following: Certificate Holder: Mt. Diablo Unified School District, 1936 Carlotta Dr, Concord CA 94519. Please email insurance documents with corresponding contract to: lopeze@mdusd.org.
- d. **Umbrella or Excess Policy:** College may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance

will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the College’s primary and excess liability policies are exhausted.

- e. **Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- f. **Broader Coverage:** If the College maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the College. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of College hereunder.
- g. **Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that College’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limits.
- h. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the College to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. **SubCollege Insurance:** Should the College use any subcontractor(s) to perform services under this Agreement, College shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. College shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers’ Compensation and Professional Liability policies, the College and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- j. **District’s Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.