

Purchase Requisition # R90368

On File
~~Attached~~ W-9
~~Attached~~ Insurance

RECEIVED
FEB 09 2015
SIGNED
RECEIVED

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

FEB 10 2016
BUDGET & FISCAL

THIS AGREEMENT is made this 4 day of January, 2016, by and between the Mt. Diablo Unified School District (hereinafter "District") and Higher Ground Neighborhood Development Corp (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 30,000.00 for Services 115 - 0930 - 10 - 5800 \$ 30,000

The basis of the fee for Services shall be as follow see attached \$ _____

a. \$ _____ per hour, _____ \$ _____

b. \$ _____ per day, or _____ BUDGET CODE(S)

c. \$ _____ per engagement.

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on January 4, 2015. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit B prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement 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 Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # R90368

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance 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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: Higher Ground Neighborhood Development Co.
Attn: Amber Blackwell
Address: 6441 Herzog St
Oakland, CA 94608
Phone: (510) 658-6454
Fax: (510) 479-7535
Tax ID #: 31-1779933

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # R90368

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement 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 Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Higher Ground Neighborhood Development Corp
Name of Company/Organization or Independent Contractor/Consultant

By: *Marco A. Franco* 2.4.2016
Signature of Principal/Budget Administrator Date

By: *Amber Blackwell* 2-4-16
Signature of Contractor/Consultant Date

Title: Marco Franco, Principal
Print Name and Title

Title: Amber Blackwell, Administrative Operations Director
Print Name and Title

Authorized and Approved by:

Janet Gagnon 2/19/16
Superintendent or Designee Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Marco A. Franco Feb 4, 2016
Originator's Signature Date

Bel Air Elementary
Site/Department Originating this Contract

Marco A. Franco, Principal
Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

<i>Distribution</i>
<i>original: Fiscal Services for payment</i>
<i>copy: Contractor</i>
<i>copy: Originator/Budget Administrator</i>

Purchase Requisition # R90368

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

See attached.



EXHIBIT A
SCOPE OF WORK and PAYMENT SCHEDULE

Support Staff Outcomes	Activities/Staffing (if new, GREEN)	Timeline
Create a comprehensive equity training and support plan for the site	External Assessment HG Directors	March 2016 \$1,250
Consistent application of site-based Positive Behavior Intervention and Support (PBIS) process by all Support Staff.	Self Assessment – creating baseline Trainings (Youth Development/Restorative Justice/Equity) – ongoing monthly PD HG Directors	March 2016 March – June 2016 \$3,050
Refine and restructure Supervision and Staffing Plan for before, during and afterschool for Support Staff	Asset Mapping for the Site – staffing ratio, placement, support strategies HG Directors	March 2016 \$2,500
Modify School-wide Health and Wellness Program that includes robust physical activity for all students	Physical Education for the Primary Grades - align activities with lunch/recess/afterschool programming - Tuesdays HG Directors; 3 Coaches 3 staff @ 8 hours/session @ \$25/hr @ 22 sessions = \$13,200	March – June 2016 \$13,200
Family Outcomes	Activities/Staffing (if new, GREEN)	Timeline
Facilitate a series of Volunteer Trainings for families and community members	4 Trainings – Topics TBD after assessment process is complete Time Banking – school-based volunteer tracking program that identifies how parents want to engage with the site, tracks their time and allows school to honor them. Monthly progress report HG Directors; Time Banking Coordinator; Parent Coordinator	March – June 2016 \$2,000
Certificated Outcomes	Activities/Staffing (if new, GREEN)	Timeline
Trainings – Equity VS Equality, “Even Doesn’t Always Mean Fair”; Youth Development – How Can This Help My Class?; Asset-Based Teaching in an Equity Environment - Discovery, Recognition, Utilization, Enhancement, and Reflection	4 Trainings – Topics TBD after meeting with School Leadership Team School Leadership Team HG Directors	March – June 2016 \$4,000
Video Self Assessment Project – aligns with Common Core Reading and Math PDs and the Classroom Workshops on how parents become part of the classroom support system.	Pilot with 1 strong teacher to model several strategies including parent engagement strategies that include classroom expectations, getting their input on to motivate their children, helping set student goals and how they can extend learning at home. School Leadership Team; HG Directors	April – June 2016 \$4,000



HGNDC will submit 4 invoices for no more than 4 equal payments of \$7,500 on the first business day of the month following the last service delivery day of service delivery period except for the final invoice which will be submitted before the 2015-16 fiscal year ends on June 30, 2016.

Service Delivery Date	Invoice Date	Invoice Amount	Services Rendered
March 1 – 31, 2016	April 1, 2016	\$7,500	Refer to above SOW
April 1 – 29, 2016	May 2, 2016	\$7,500	Refer to above SOW
May 2 – 31, 2016	June 1, 2016	\$7,500	Refer to above SOW
June 2016	TBD	\$7,500	Refer to above SOW

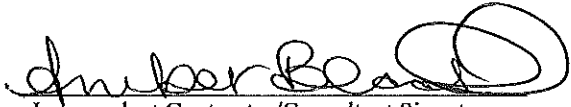
EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

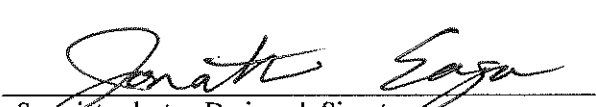
Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		Higher Ground Neighborhood Development Corp
Services to be performed under the Agreement:		HGNDNC will provide training, coaching and assessment support in the areas of equity, youth development and parent engagement to support staff and the Leadership Group as well as provide Physical Education classes to the entire school community.
Schools/Locations where services will be performed:		Bel Air Elementary School
Total amount to be paid by the District under this Agreement:		\$ 30,000.00
Term of Agreement:		6 monthly payments of \$5,000
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."


 Independent Contractor/Consultant Signature


 Superintendent or Designee's Signature

Amber Blackwell
 Print Name
 Independent Contractor/Consultant

2-4-16
 Date

Jonathan Eagan
 Print Name
 Superintendent or Designee's Signature

2/19/16
 Date

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Higher Ground Neighborhood Development Corp	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ non-profit 501(c)(3)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 6441 Herzog Street	Requester's name and address (optional) Amber Blackwell 6441 Herzog Street Oakland, CA 94608
	6 City, state, and ZIP code Oakland, CA 94608	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 2-3-16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irv9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Samatha Wheelock
	PHONE (A/C, No, Ext): (510) 523-3435 FAX (A/C, No): (510) 523-1632 E-MAIL ADDRESS: Samatha@bayrisk.com
INSURED Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Co of CT NAIC # 25682
	INSURER B: United States Liability Ins Co
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 15/16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		X-660-0394L923-115	3/14/2015	3/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP3937T41915	3/14/2015	3/14/2016	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			NDO1061019E	3/14/2015	3/14/2016	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mt Diablo Unified School District is named as Additional Insured with respect to General Liability and Excess Liability as required by written contract and is subject to the policy terms, conditions and exclusions per the attached CGD443 and UM0001 policy forms.

THIS CERTIFICATE VOIDS & SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES

CERTIFICATE HOLDER

CANCELLATION

Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Denton Christner/SAM

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOT-FOR-PROFIT ENTITY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Not-For-Profit Invitee Property Damage Legal Liability
- B. Special Event Premium Rating
- C. Special Event Designated Products
- D. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion
- E. Who Is An Insured – Your Liability For Your Conduct Of Unnamed Partnership Or Joint Venture – (Excess Basis)
- F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- G. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Premises
- H. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Operations
- I. Blanket Additional Insured – Persons Or Organizations Where Required By Written Contract Or Agreement

PROVISIONS

A. NOT-FOR-PROFIT INVITEE PROPERTY DAMAGE LEGAL LIABILITY

1. The following is added to Exclusion J., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraph (4) of this exclusion does not apply to "not-for-profit invitee property damage" caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Because of your operations.

This exception does not apply to "not-for-profit property damage" caused by:

- (i) Rupture, bursting, or operation of any pressure relief device;

- (ii) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

- (iii) Explosion of any steam boiler, steam pipe, steam engine, or steam turbine.

2. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages because of "not-for-profit property damage" sustained by all "not-for-profit invitees" is \$15,000.

3. The following are added to the DEFINITIONS Section:

"Not-for-profit invitee":

- a. Includes any of your clients, customers, guests, members, patrons, supporters and "volunteer workers".

COMMERCIAL GENERAL LIABILITY

- b. Does not include any person who is your "employee", "temporary worker" or "independent contractor".

"Not-for-profit invitee property damage" means "property damage" to personal property owned or rented by a "not-for-profit invitee", other than any of the following property:

- a. Accounts, bills, currency, deeds, money, notes, securities or debt instruments;
- b. Mechanical drawings, blueprints, documents, records, manuscripts or valuable papers; or
- c. Contraband or other property in the course of illegal transportation or trade.

B. SPECIAL EVENT PREMIUM RATING

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Special Event Premium Rating

- a. The Not-For-Profit Entity Amendatory Endorsement Includes the following:
 - (1) All indoor events with less than 1000 attendees and shorter than 24 hours in duration; and
 - (2) All outdoor events with less than 500 attendees and shorter than 24 hours in duration.
- b. The following events will be rated separately for additional premium:
 - (1) Any event that exceeds the attendees or duration described in a.(1) or a.(2) above;
 - (2) Any parade, fair or carnival; or
 - (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

C. SPECIAL EVENT DESIGNATED PRODUCTS

1. The following is added to the definition of "products-completed operations hazard" in the DEFINITIONS Section:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent, on premises used by you for a special event related to your business, or on the ways next to any such premises you own or rent, or use for a special event.

2. The following is added to the DEFINITIONS Section:

"Designated products" means apparel, buttons, CDs, DVDs, tapes, posters, stickers and other similar products used to promote a special event related to your business.

D. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., Knowing Violation Of Rights Of Another, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

E. WHO IS AN INSURED – YOUR LIABILITY FOR YOUR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE (EXCESS BASIS)

1. The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations.

2. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you

COMMERCIAL GENERAL LIABILITY

have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- (1) The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- (2) Coverage under this provision does not apply to:
 - (a) Any "bodily injury" or "property damage" that occurs, or any "personal injury" or "advertising injury" caused by an offense committed, after such contract or agreement is no longer in effect; or
 - (b) Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence,

ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

H. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

Coverage under this provision does not apply to:

- 1. Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- 2. Any "bodily injury" or "property damage" included in the "products – completed operations hazard".

I. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- 1. Occurs after you have signed and executed that contract or agreement; and
- 2. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which the written contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The insurance provided to such person or organization where required by written contract or agreement is subject to the following provisions:

- (1) The limits of insurance provided to such insured will be the limits which you agreed to

COMMERCIAL GENERAL LIABILITY

provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less;

- (2) If such Insured is an architect, engineer or surveyor, the insurance provided to such Insured does not apply to "bodily injury" or "property damage" arising out of such Insured's providing or failing to provide any professional services, including:

- (a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory or inspection activities performed as part of any related architectural or engineering activities; and

- (3) Coverage under this provision does not apply to:

- (a) Any person or organization that has been added as an additional Insured by attachment of an endorsement under this Coverage Part which names such person or organization in the endorsement's schedule;
- (b) Any person or organization who distributes or sells "your product" in the regular course of that person's or organization's business; or
- (c) Any person or organization from whom you have acquired "your product", or any ingredient of, or that contains, "your product".

UMBRELLA

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

SECTION II - WHO IS AN INSURED.

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. As respects the "auto hazard":
 - (1) Anyone using an "auto" you own, hire or borrow including any person or organization legally responsible for such use provided it is with your permission; and
 - (2) Any of your executive officers, directors, partners, employees or stockholders, operating an "auto" you do not own, hire or

borrow while it is being used in your business.

None of the following is an insured under (1) or (2) above:

- (a) Any person employed by or engaged in the duties of an auto sales agency, repair shop, service station, storage garage or public parking place that you do not operate;
 - (b) The owner or lessee of any "auto" hired by or for you or loaned to you, and any agent or employee of such owner or lessee.
- b. Except as respects the "auto hazard":
 - (1) Your executive officers, employees, directors or stockholders while acting within the scope of their duties; and
 - (2) Any person or organization while acting as real estate manager for you.
 - c. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured. However, coverage does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.
 - d. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
 - f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance for whom you have agreed in a written contract executed prior to loss to provide insurance. This insurance is subject to all

UMBRELLA

the limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "bodily injury" to a fellow employee unless insurance for such liability is afforded by the "underlying insurance".

SECTION III – LIMITS OF INSURANCE.

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".
3. The General Aggregate Limit is the most we will pay for damages under Coverage A and Coverage B, except:
 - a. Damages because of injury and damage included in the "products-completed operations hazard"; and
 - b. Damages because of injury and damage included in the "auto hazard".
4. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

Non cumulation of Personal and Advertising Injury Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the Insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the Insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

To determine the limit of our liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to the same general conditions shall be considered one "occurrence".

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS.

1. APPEALS.

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- b. If we do, we will pay all costs of the appeal. We will also pay all costs on appeals related

School Site Council Minutes (SSC)
Bel Air Elementary
October 26, 2015

Members Present: Marco Franco, Lourdes Martinez, Gloria Avila, Liz Farris, Maria Oviedo, Margarita Amaro
Ariana Hernandez, Yvanna Wheeler, Megan Busker, Teshia Pree
Members Absent: none
Guests: Elduweenah Naea, Aurelia Buscemi

Business Items:

Review and Approve SPSA (school plan) Modification: Mr. Franco reviewed the "Big Rocks" Document with the SSC (See attached document, SPSA Modification). Specifically he reviewed the three main sections: instruction, safety, and school grounds. This document is meant to ensure that we maintain a high level of rigorous instruction and maintain a safe, secure, and clean environment for our staff.

- 1) Instruction: Some of the key ideas of the instructional component is that we purchase and receive training in Being a Writer and increase student opportunities for academic instruction as we transition to Balanced Literacy. In order to provide opportunities for our teachers to plan for these instructional shifts, we are providing release time for them to collaborate every other Tuesday for 1 ½ hours.
- 2) Safety/Culture: For school culture, we want to make sure that we have well-trained supervisors who will properly supervise, engage, and support our students. To help us train the students and staff, we want to bring in a group called, Higher Ground to help us with this transition. They will teach the students some new structured activities and games to be played on the playground. This is a one-time investment with the goal for our own staff to take over these duties next year.
- 3) Facilities: The school facilities are currently not clean. We are looking at many things to get the school clean (Beautification Days, Increasing custodial staff/time, etc.) and then create systems to help maintain a clean environment.

Marco then reviewed the budgeting information on page 6 with the funding necessary to support this amendment to the site plan. He then opened the discussion for any questions. A parent asked who the custodial staff is. Ms. Hernandez asked where the field trip money comes from? Marco responded that this document is just an amendment to our SPSA which already includes an allotment for field trips. Weena asked if teachers can use scholastic funds to purchase classroom dollars to save money for the classroom library allocation? Marco's response is that the books we are buying are already leveled to match the students' instructional level. We could use the funds from scholastic to create a multi-cultural section in the school library or perhaps to buy books for students to keep.

Marco made a motion to approve the amendment to SPSA. Hernandez seconded the motion. SSC members voted to approve the Big Rocks Document, unanimously.

SSC Officer Election: Marco mentioned that usually a parent is elected as the SSC president so that it will be this parent and not the principal who runs these meetings. He posed the question whether any parents are willing to take on this position. Marco nominated Teshia Pree to be our president. Megan Busker seconded. The vote passed unanimously. Teshia Pree nominated Margarita Amaro as the vice president. The vote passed unanimously.

Calendar of Meetings: Marco asked that the new dates be reviewed by all. There were conflicts with some of the previous dates. The new dates are: 11/9, 12/7, 1/25, 2/22, 3/21, 4/18, 5/9 at 3:30pm.

The meeting adjourned at 4:20 pm.