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MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive, Concord, CA 94519 – Phone (925) 682-8090
AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 10 day of June 2024, by and between the Mt. Diablo Unified School District (hereinafter “District”) and Delta Bay Impact (hereinafter “Contractor”).

RECITALS

WHEREAS, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

WHEREAS, District is authorized to enter into this Agreement pursuant to *Government Code Section 53060* or *Public Contract Code Section 20111*, or both, as set forth below.

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

AGREEMENT

1. **Performance of Services.**

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter “Services”), attached hereto and incorporated herein, 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 basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED \$** 40,000 CGK.

The basis of the fee for Services shall be as follows:

District staff to check the applicable box.
 \$ _____ per hour \$ 4000⁰⁰ per day month \$ _____ per engagement

District staff to enter the complete Budget Code(s).

(a)	<u>01</u>	-	<u>0930</u>	-	<u>1110</u>	-	<u>1000</u>	-	<u>09300000</u>	-	<u>197</u>	-	<u>197</u>	-	<u>5800</u>	-	\$	<u>20,000</u>
(b)	<u>01</u>	-	<u>3010</u>	-	<u>1110</u>	-	<u>1000</u>	-	<u>30700000</u>	-	<u>197</u>	-	<u>197</u>	-	<u>5800</u>	-	\$	<u>20,000</u>
(c)	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	\$	_____

3. **Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

District staff to check applicable box.

- Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in “Exhibit A” see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 8/3/2024 and shall expire on 5/31/2025, or when terminated as set forth below.
- (b) **Termination for Cause.** 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. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

5. **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.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor’s personnel shall only perform work that is outside the usual course of the District’s business; and (3) Contractor’s personnel shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of *California Education Code Section 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 *Section 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 Board of Education of the District that such employee has not been convicted of a felony, as defined in *Section 45125.1*. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
8. **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 the Services 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.
9. **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, its 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 Minimums shall be at least as broad as:

District staff to check the appropriate boxes.

(a) **Commercial General Liability (CGL):**

- Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** 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 (with aggregate limit no less than **\$2,000,000**).
- Agreements of \$25,000 or more. Insurance Services Office Form CG 0001 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 (with aggregate limit no less than **\$4,000,000**).

(b) **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.
- For sole proprietors and small businesses** using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle.

(c) **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. All California employers must provide workers' compensation benefits to their employees under *California Labor Code Section 3700*.

If the Contractor is a sole proprietor with no employees, it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

(d) **Other Coverages When Applicable.** (District staff to check applicable box(es)).

Professional Liability/Errors & Omissions Liability. \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**

Sexual Abuse and Molestation Coverage. \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**

Cyber Insurance. Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**

(e) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. 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.

(f) **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 and to the Sexual Abuse and Molestation policy, if applicable, 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.

(g) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it 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.

(h) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, 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 9, are hereby waived or modified follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: reduce limits to accept \$250/\$500/\$100K auto policy

Other: _____

Initials of the Superintendent, or designee, are **required** to waive or modify any Insurance requirements in this Agreement:

[Signature] Superintendent or Designee 4/17/24 Date

- 10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. 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.
- 11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in *Chapter 1* (commencing with *Section 900*) and *Chapter 2* (commencing with *Section 910*) of *Part 3 of Division 3.6 of Title 1 of Government Code* as a condition precedent to the Contractor’s right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 12. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13. **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:
 - i. Any notice personally given or sent by 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 the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

DISTRICT

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

CONTRACTOR

Bus. Name: Delta Bay Impact
Attn: Tiffany Francies
Address: 5110 Daffodil Drive, Oakley, CA 94561
Phone: 925-238-8363
Fax: _____
Email: tiffany@deltabayimpact.org

14. **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.
15. **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.
16. **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.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of *Government Code Section 1090* and the *Political Reform Act* and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
 - (a) **Exhibit A** – Description of Services, Timelines, and Partial Payment Schedule
 - (b) **Exhibit B** – Fingerprinting Certification
 - (c) **Exhibit C** – Workers’ Compensation Certification
 - (d) **Exhibit D** – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

PURCHASE REQUEST # R142607

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Delta Bay Impact
Company/Organization Name or Independent Contractor/Consultant

By: Celeste Graybill Kitts 6/13/2024
Signature of Principal/Budget Administrator Date

By: Tiffany Francis 6/10/2024
Signature of Contractor/Consultant Date

Title: Celeste Graybill Kitts, Principal
Print Name and Title

Title: Executive Director
Print Name and Title

By: Marijill D. Calbeck 6/13/24
Signature of District Administrator (if applicable) Date

Title: Marij Calbeck, Director of Elementary
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: [Signature] 6/17/24
Signature of Superintendent or Designee Date

Title: Adam Clark, Superintendent
Print Name and Title

AGREEMENT ORIGINATOR. Prior to commencement of the Services, sign and forward completed original contract packet to Purchasing.

By: Celeste Graybill Kitts 6/13/2024
Originator's Signature Date

Wren Avenue Elem
Site/Department Originating this Contract

Celeste Graybill Kitts, Principal
Print Name of Originator and Title

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

EXHIBIT A
**DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)**
(Note that all payments are generated from an invoice.)

Scope of Services

Site Name: Wren Avenue Elementary
Contracted Hours: 2 Days/week; 6 hours per day
Contract Start Date: Aug. 3, 2024
Contract End Date: May 31, 2025

Description of Program:

1. Two meetings weekly that will focus on literacy, writing, classroom engagement, and other topics that will promote academic excellence.
2. Provide mentor-student engagement during recess and other activities throughout the day.
3. Parent and family engagement to include quarterly parent meetings.
4. Monthly meeting with administration to discuss progress and updates.
5. Two meetings per year to discuss scope and outcomes with staff.
6. Off site field trip(s).
7. Reporting: weekly case notes; quarterly reports.
8. Weekly attendance to care team meetings (if applicable).

Fee Schedule

August	\$4,000
September	\$4,000
October	\$4,000
November	\$4,000
December	\$4,000
January	\$4,000
February	\$4,000
March	\$4,000
April	\$4,000
May	\$4,000

EXHIBIT B
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Contractor Agreement (“Agreement”). Contractor certifies that:

Contractor’s employees or subcontractors will have CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. *“Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.*

List or attach, all Employee name(s) that have successfully completed the fingerprinting and criminal background check clearance in accordance with law: Tiffany FRANCIES

--OR--

Contractor’s employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of *Education Code section 45125.1* shall not apply to Contractor’s services under this Agreement.

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

Megan’s Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:

By signing below I certify under penalty of perjury that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the Contractor’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of Contractor provided services.

CONTRACTOR

By: Delta Bay Impact

Name: Tiffany Francies

Title: Executive Director

Date: 6/10/2024

EXHIBIT C
WORKERS' COMPENSATION CERTIFICATION
(Contractor REQUIRED to complete.)

Labor Code Section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of *Section 3700* of the *Labor Code* which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract.

--OR--

I certify that I am a sole proprietor, have no employees, and am self-insured.

I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: _____ Delta Bay Impact

Name: Tiffany Francies

Title: Executive Director

Date: 6/10/2024

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.

EXHIBIT D

DATA PRIVACY ADDENDUM

(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data.)

This Data Privacy Addendum (“**Data Privacy Addendum**”) to the Agreement Between Mt. Diablo Unified School District and Independent Contractor (“Independent Contractor Agreement”) is entered into by and between Contractor and Mt. Diablo Unified School District (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

WHEREAS, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students (“Student Data”) that are covered by several state and federal privacy laws, including: the *Family Educational Rights and Privacy Act (FERPA)*, the *Children’s Online Privacy Protection Act (COPPA)*, *Education Code section 49073.1*, and the *Student Online Personal Information Protection Act (SOPIPA)*. The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Use.** Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
2. **Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. **Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.
4. **Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.
5. **Security.** Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

- 6. **Prohibited Use.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District’s written consent.
- 7. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: “What Happened,” “What Information was Involved,” “What We are Doing,” “What You Can Do,” and “Persons to Contact for More Information”; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall notify affected parties or reimburse District for actual costs associated with notifying affected parties.
- 8. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
- 9. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

CONTRACTOR

By: Delta Bay Impact

Name: Tiffany Francies

Title: Executive Director

Date: 6/10/2024

R192607



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-08-2024

GROUP:
POLICY NUMBER: **9356716-2024**
CERTIFICATE ID: **1**
CERTIFICATE EXPIRES: **03-27-2025**
03-27-2024/03-27-2025

MT. DIABLO UNIFIED SCHOOL DISTRICT **NA**
1936 CARLOTTA DR
CONCORD CA 94519-1358

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

DELTA BAY IMPACT **NA**
1020 E TREGALLAS ROA
ANTIOCH CA 94509

[P10,HO]

R142607



CERTIFICATE OF AUTOMOBILE INSURANCE

THIS IS TO CERTIFY THAT the named insured is, at the date of this certificate, insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy.

INSURED'S NAME AND ADDRESS

Tiffany Francies
Lamont Francies
5110 Daffodil Dr
Oakley, CA 94561-1899

FOR LIEN HOLDER INQUIRIES, CALL OR WRITE

1-800-409-0733
P O BOX 29017
PHOENIX, AZ 85038

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number: AO226846157240 Effective Date: 05/16/2023 Expiration Date: 05/16/2024

COVERAGES:	PART A	PART B	PART D — DAMAGE TO YOUR AUTO COVERAGE		
	LIABILITY COVERAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
Limits of Liability	\$250/500/100	\$25000	Yes	Loss Caused by Collision "ACV" indicates Actual Cash Value ACV Less \$500 Deductible	Loss Other Than Loss Caused by Collision "ACV" indicates Actual Cash Value ACV Less \$500 Deductible
* Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists Coverage — Limit Selected: \$250/500		

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2015	INFI	SEDAN 4D	JN1CV6AP7FM580932

ADDITIONAL INTEREST

NAME AND ADDRESS:

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

Loss PAYEE and ADDRESS

Safe Credit Union
PO BOX 25234
FORT WORTH, TX 76124-2234

Secretary

President

Dated: 04/09/2024 at 11:10 AM

Countersigned
AUTHORIZED REPRESENTATIVE

R142607



LOSS PAYEE

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated on the previous page in accordance with the terms of the Loss Payable Clause.

Term of Loan: From: 10/01/2017 To: 09/30/2023

LOSS PAYABLE CLAUSE

Loss or damage, under this policy, shall be paid as interest may appear to you and the loss payee shown on the front of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms, and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NOTICE TO OTHERS IF CANCELLATION OCCURS

"We" will not cancel "Your" Policy or reduce the insurance under any of its coverages until at least 10 days after we have mailed a written notice of such cancellation or reduction to the person(s) named as additional interest on reverse side.

AS1019 (ed 12-89)

R142607



CERTIFICATE OF AUTOMOBILE INSURANCE

THIS IS TO CERTIFY THAT the named insured is, at the date of this certificate, insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy.

INSURED'S NAME AND ADDRESS

Tiffany Francies
Lamont Francies
5110 Daffodil Dr
Oakley, CA 94561-1899

FOR LIEN HOLDER INQUIRIES, CALL OR WRITE

1-800-409-0733
P O BOX 29017
PHOENIX, AZ 85038

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number: AO226846157240 Effective Date: 05/16/2023 Expiration Date: 05/16/2024

COVERAGES:	PART A	PART B	PART D — DAMAGE TO YOUR AUTO COVERAGE		
	LIABILITY COVERAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
				Loss Caused by Collision	Loss Other Than Loss Caused by Collision
Limits of Liability	\$250/500/100	\$25000	Yes	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible
* Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists Coverage — Limit Selected: \$250/500		

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2016	CADL	UTL4X24D	1GYS3GKJ9GR149943

ADDITIONAL INTEREST

NAME AND ADDRESS:

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

Loss PAYEE and ADDRESS

CarMax Auto Finance
PO BOX 440609
KENNESAW, GA 30160-9511

Secretary

President

Dated: 04/09/2024 at: 11:10 AM

Countersigned
AUTHORIZED REPRESENTATIVE

R142607



LOSS PAYEE

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated on the previous page in accordance with the terms of the Loss Payable Clause.

Term of Loan: From: 08/01/2021 To: 07/31/2026

LOSS PAYABLE CLAUSE

Loss or damage, under this policy, shall be paid as interest may appear to you and the loss payee shown on the front of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms, and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NOTICE TO OTHERS IF CANCELLATION OCCURS

"We" will not cancel "Your" Policy or reduce the insurance under any of its coverages until at least 10 days after we have mailed a written notice of such cancellation or reduction to the person(s) named as additional interest on reverse side.

AS1019 (ed 12-89)

R142607



CERTIFICATE OF AUTOMOBILE INSURANCE

THIS IS TO CERTIFY THAT the named insured is, at the date of this certificate, insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy.

INSURED'S NAME AND ADDRESS

Tiffany Francies
Lamont Francies
5110 Daffodil Dr
Oakley, CA 94561-1899

FOR LIEN HOLDER INQUIRIES, CALL OR WRITE

1-800-409-0733
P O BOX 29017
PHOENIX, AZ 85038

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number: AO226846157240 Effective Date: 05/16/2023 Expiration Date: 05/16/2024

COVERAGES:	PART A	PART B	PART D — DAMAGE TO YOUR AUTO COVERAGE		
	LIABILITY COVERAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
Limits of Liability	\$250/500/100	\$25000	Yes	Loss Caused by Collision	Loss Other Than Loss Caused by Collision
* Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists Coverage — Limit Selected: \$250/500		
				"ACV" indicates Actual Cash Value ACV Less \$1000 Deductible	"ACV" indicates Actual Cash Value ACV Less \$1000 Deductible

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2009	HOND	SEDAN 4D	JHMCP26309C009068

ADDITIONAL INTEREST

NAME AND ADDRESS:

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

Loss PAYEE and ADDRESS

Secretary

President

Dated: 04/09/2024 at: 11:10 AM

Countersigned
AUTHORIZED REPRESENTATIVE

R142607



LOSS PAYEE

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated on the previous page in accordance with the terms of the Loss Payable Clause.

Term of Loan: From: _____ To: _____

LOSS PAYABLE CLAUSE

Loss or damage, under this policy, shall be paid as interest may appear to you and the loss payee shown on the front of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms, and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NOTICE TO OTHERS IF CANCELLATION OCCURS

"We" will not cancel "Your" Policy or reduce the insurance under any of its coverages until at least 10 days after we have mailed a written notice of such cancellation or reduction to the person(s) named as additional interest on reverse side.

AS1019 (ed 12-89)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

R142607

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 have ADDITIONAL INSURED provisions or 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).

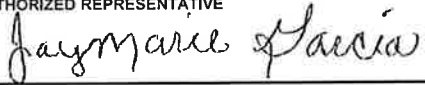
PRODUCER Diablo Valley Insurance Agency, Inc. 185 Lennon Lane, Suite 200 Walnut Creek, CA 94598 License #: 0C26181	CONTACT NAME: JayMarie Garcia	FAX (A/C, No): (925)210-1818	
	PHONE (A/C, No, Ext): (925)210-1717 x135	E-MAIL ADDRESS: jay@diablovalleyinsurance.com	
INSURED Delta Bay Impact Tiffany Francies 1020 E Tregallas Road Antioch, CA 94509	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits' Ins Alliance of Ca	NIAC	
	INSURER B: Alliance Member Services (Nonprofits Insurance Al)	NIAC	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00010762-32311 REVISION NUMBER: 2

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ISC IMPROPER SEXUAL CONDUCT CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2024-82865	03/26/2024	03/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2024-82865-UMB	03/26/2024	03/26/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Following Form \$
	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	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> ISC CLAIMS MADE IMPROPER SEXUAL CONDUCT	Y		2024-828	03/26/2024	03/26/2025	1,000,000 EACH CLAIM 2,000,000 GENERAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Mt. Diablo Unified School District, its officers, officials, employees, and volunteers are named as an additional insured as respects to contract with Delta Bay Impact PURCHASE REQUEST # R140534, per Additional Insured Cg2026 12-19, and Primary & Non-Contributory NIAC-E61 02 19 endorsement attached. Evidencing CLAIMS MADE ISC IMPROPER SEXUAL CONDUCT COVERAGE, and UMBRELLA FOLLOWING FORM.

CERTIFICATE HOLDER Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	CANCELLATION 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  (JMG)

POLICY NUMBER: 2024-82865
Named Insured: Delta Bay Impact, Inc.

R142607

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Mt Diablo Unified School District, its officers, officials, employees, and volunteers - Purchase Request #R140534

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Mt Diablo Unified School District, its officers, officials, employees, and volunteers

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

R142607

A Head for Insurance. A Heart for Nonprofits.

**IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY
COVERAGE PART DECLARATIONS - CLAIMS MADE**

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE LIABILITY COVERAGE. CLAIMS-MADE COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED.

THE POLICY LIMIT AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES.

PRODUCER:

POLICY NUMBER: **2024-82865**

Diablo Valley Insurance Agency, Inc.
185 Lennon Lane STE 200
Walnut Creek, CA 94598

NAME OF INSURED AND MAILING ADDRESS:

Delta Bay Impact, Inc.

1020 E Tregallas Rd.
Antioch, CA 94509

POLICY PERIOD: FROM 3/26/2024 TO 3/26/2025
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Provide mentoring services to youth in K-12 schools

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:			PREMIUM
GENERAL AGGREGATE	\$2,000,000		\$735
EACH CLAIM LIMIT	\$1,000,000		

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

RETRO DATE: 03/26/2024

TOTAL PREMIUM: \$735

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:
NIAC-E069 ISC 02 19, NIAC-E132 ISC 05 20, NIAC-E180 ISC 01 21, NIAC-E342 ISC 08 22, NIAC-E57 02 12, NIAC-ISCCM 05 20

COUNTERSIGNED:

BY



(AUTHORIZED REPRESENTATIVE)

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

NIAC-ISC

R142607

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: POLICY NUMBER: 2024-82865-UMB
 Diablo Valley Insurance Agency, Inc.
 185 Lennon Lane STE 200
 Walnut Creek, CA 94598

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Delta Bay Impact, Inc.
 1020 E Tregallas Rd.
 Antioch, CA 94509

Item 2 POLICY PERIOD: FROM 3/26/2024 TO 3/26/2025
 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Provide mentoring services to youth in K-12 schools

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
 POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:** **\$850**

Item 4 **LIMITS OF INSURANCE:**

- a. Occurrence / Accident / Injury / Claim Limits (where applicable): 1,000,000
 - i) Each Occurrence - Commercial General Liability and Products-Completed Operations Liability
 - ii) Each Accident - Business Auto Liability
 - iii) Each Injury - Liquor Liability
 - iv) Each Claim - Employee Benefits Liability
- b. Each Claim - Directors and Officers Liability Excluded
- c. Each Claim - Improper Sexual Conduct and Physical Abuse Liability 1,000,000
- d. Each Claim - Social Service Professional Liability Excluded

Aggregate limits:

- e. Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, Liquor Liability, and Employee Benefits Liability Aggregate (where applicable): 1,000,000
- f. Directors and Officers Liability Aggregate Excluded
- g. Improper Sexual Conduct and Physical Abuse Liability Aggregate 1,000,000
- h. Social Service Professional Liability Aggregate Excluded

Item 5 **RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
 CU 21 33 01 15, NIAC-E003 UMB 08 20, NIAC-E133 UMB 05 20, NIAC-E140 UMB 08 20, NIAC-E180 UMB 01 21, NIAC-E253 UMB 08 21, NIAC-E42 UMB 09 19,
 SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 05 21, UMB61 05 13

COUNTERSIGNED: 4/5/2024

BY

Samuel E. Q.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

R142607

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Delta Bay Impact	
	2 Business name/disregarded entity name, if different from above. Delta Bay Impact	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 5110 Daffodil Drive	Requester's name and address (optional) _____
	6 City, state, and ZIP code Oakley, CA 94561	
	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	3	-	2	6	9	6	6	7	2

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 for Part II, later.

Sign Here	Signature of U.S. person <i>Tiffany J. Francis</i>	Date <i>3/4/2024</i>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

R142607



2024-2025

PROPOSAL

Wren Elementary

*Celeste Graybill Kutz
6/12/2024*



O: 925-238-8363 | C: 707-718-7355



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tiffany@deltabayimpact.org



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DELTA BAY IMPACT
EDUCATE | ADVOCATE | ELEVATE

About Us

Delta Bay Impact is committed to advancing educational enrichment in our community by actively addressing the achievement gap for African American Scholars. Through innovative programs and strategic partnerships, our aim is to empower individuals with the resources and support necessary for success while advocating for educational equity.

EDUCATE.

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Scope of Services

Site Name: Wren Elementary

Contracted Hours: 2 Days/week; 6 hours/day

Contract Start Date: August 3rd

Contract End Date: May 31st

Description of Program

1. Two meetings weekly that will focus on literacy, writing, classroom engagement, and other topics that will promote academic excellence.
2. Provide mentor-student engagement during recess and other activities throughout the day
3. Parent and family engagement to include quarterly parent meetings
4. Monthly meeting with administration to discuss progress and updates.
5. Two meetings per year to discuss scope and outcomes with staff
6. Off site field trip(s)
7. Reporting: weekly case notes; quarterly reports
8. Weekly attendance to care team meetings (if applicable)

Investment: \$4000/month