



**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 682-8000  
**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 1st day of July 2023, by and between the Mt. Diablo Unified School District (hereinafter "District") and Bay Area Community Resources (BACR) 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 further 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 & \$8,123,967.00**. The basis of the fee for Services shall be as follows: Monthly invoices

District staff to check the applicable box.

\$ N/A per hour       \$ N/A per day       \$ N/A per engagement

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

											5,281,039.00
(a)	01	2600	1110	1000	27260	000	535	022	5100		
	01	3010	1110	1000	30700	000	535	022	5100	\$	151,573.00
	01	6010	1110	1000	38710	000	535	022	5800	\$	25,000.00
(b)	01	6010	1110	1000	38710	000	535	022	5100	\$	2,568,255.00
	01	5610	3800	1000	32770	000	500	022	5100	\$	27,000.00
(c)	01	2600	1110	1000	27260	000	500	022	5100	\$	71,100.00

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 the 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 7/1/2023. This Agreement will terminate upon the completion of the Services 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.

(a) **Coverage minimums shall be at least as broad as:**

**District staff to check the applicable box.**

- (b) **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).
- (c) **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

(d) **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.

(e) **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**

(f) 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.

(g) **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.

(h) **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.

(i) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

<b>INSURANCE REQUIREMENTS</b>			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:			
Other:			
Initials of the Superintendent or Designee and the General Counsel or Designee, are <b>REQUIRED</b> to waive or modify any insurance in this Agreement.			
Superintendent or Designee	Date	General Counsel or Designee	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**

Business Name: Bay Area Community Resources  
 Attn: Don Blasky, CPO  
 Address: 171 Carlos Drive  
 City/State/Zip: San Rafael, CA 94903  
 Phone: 415 755-2311  
 Fax: 415 755-2211  
 Email: dblasky@bacr.org  
 Tax ID #: 94-2346815

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 # \_\_\_\_\_

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

**MT. DIABLO UNIFIED SCHOOL DISTRICT**



Bay Area Community Resources  
Name of Company/Organization or Independent Contractor/Consultant

By: N/A  
Signature of Principal/Budget Administrator

By: Don Blasky 6/22/2023  
Signature of Contractor/Consultant Date

Title: N/A  
Print Name and Title

Title: Don Blasky, Chief Program Officer  
Print Name and Title BACR

By: \_\_\_\_\_  
Signature of District Administrator (if applicable) Date

Title: Director Partnerships & MTS  
Print Name and Title

**THIS AGREEMENT IS AUTHORIZED AND APPROVED:**

By: \_\_\_\_\_  
Signature of Superintendent or Designee Date

Title: \_\_\_\_\_  
Print Name and Title

**AGREEMENT ORIGINATOR.** Prior to commencement of the services, sign and forward completed original agreement packet to Purchasing.

By: \_\_\_\_\_  
Signature of Originator Date

Title: Jamie Molina, Fiscal Analyst I  
Print Name and Title  
CARES Expanded Learning Program  
Site/Department Originating this Agreement

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

**EXHIBIT A**

**DESCRIPTION OF SERVICES, TIMELINES,  
AND PARTIAL PAYMENT SCHEDULE (if applicable)**

*(Note that all payments are generated from an invoice.)*

BACR CARES staff will hire:

- four (4) Recreation Managers
- two (2) Program-Wide Consultants
- two (2) Garden Educators (to support the garden at Riverview Middle and all school-based gardens)
- four (4) Garden Program Leads (to support the garden at Riverview Middle and all school-based gardens)
- one (1) Athletic Director
- appropriate levels of Program Coordinators (based on enrollment/attendance/need)
- appropriate levels of Assistant Program Coordinators (based on enrollment/attendance/need)
- appropriate levels of Recreation staff (based on enrollment/attendance/need)

These staff members will work in partnership with the Mt. Diablo Unified School District (MDUSD) After School Program Coordinator to develop, implement, and supervise the CARES Expanded Learning Program (ELP) in MDUSD. BACR will send monthly invoices to MDUSD for the 2023-2024 school year (July 1, 2023 to June 30, 2024). The twenty-three (23) established school sites, and two (2) potentially new to-be-determined school sites, are:

- Bel Air Elementary
- Cambridge Elementary
- Delta View Elementary
- El Monte Elementary
- Fair Oaks Elementary
- Gregory Gardens Elementary
- Hidden Valley Elementary
- Holbrook Language Academy
- Meadow Homes Elementary
- Monte Gardens Elementary
- Rio Vista Elementary
- Shore Acres Elementary
- Silverwood Elementary
- Sun Terrace Elementary
- Westwood Elementary
- Woodside Elementary
- Wren Avenue Elementary
- Ygnacio Valley Elementary
- El Dorado Middle
- Oak Grove Middle
- Riverview Middle (regular program plus Garden Academy)
- Mt. Diablo High
- Ygnacio Valley High
- Potential new CARES location (when staff is supported and prepared to open)
- Potential new CARES location (when staff is supported and prepared to open)

**Program Description:**

Implement CARES Expanded Learning Programs (previously referred to as After School Programs) at twenty-three (23) plus two (2) potentially new to-be-determined schools in the Bay Point, Concord, Martinez, and Pleasant Hill communities. Provide expanded learning opportunities (school year, summer, and intersession programs) that include but are not limited to; enrichment classes, Science/Technology/Engineering/Mathematics (STEM), academic support activities, youth development, tutoring, life skills, sports,



## EXHIBIT A

### DESCRIPTION OF SERVICES, TIMELINES, AND PARTIAL PAYMENT SCHEDULE (if applicable)

*(Note that all payments are generated from an invoice.)*

gardening, nutrition education, snack/meal distribution, leadership and service projects, work based learning, mentoring programs, ongoing staff development and technical assistance. Additional information outlined in Appendix 1 Agreement.

**Services:**  
BACR shall perform only the services indicated by a X under its column below during the term of this Agreement in connection with the Program (the "Covered Services"), and District shall be responsible for those services indicated by a X under its column below ("Excluded Services"):

	BACR	District
<b>Program employment</b>		
Recruiting and selecting Leased Employees for hire	X	X
Screening Leased Employees (as defined below), including, without limitations, performing criminal background checks, and fingerprinting	X	X
Supervising and training Leased Employees in Program activities	X	X
Maintaining Leased Employees' personnel records	X	
Payroll administration for Leased Employees		
<b>Program students and activities</b>		
Conducting Program announcements and promotions	X	X
Maintaining files and records of Program students		X
Setting Program curriculum	X	X
Disciplining Program students	X	X
Selecting, hiring, and supervising Independent contractor(s)	X	X
Overseeing accounting/bookkeeping for Program	X	X
Providing non-transportation equipment and supplies for use in the Program	X	X
Providing facilities for the Program		X
Providing transportation (buses, etc.) for the Program	X	X
Ensuring Program compliance with local, state, and federal law (including, without limitation, the Americans with Disabilities Act)		X
grant reports for Program funders		X

PURCHASE REQUEST # \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF SERVICES, TIMELINES,  
AND PARTIAL PAYMENT SCHEDULE (if applicable)**

*(Note that all payments are generated from an invoice.)*

Any additional items, or explanations or elaborations of the above categories and assignments (including, for example, allocations of shared responsibilities), are set forth on Appendix 1 to this Agreement.

**EXHIBIT B**

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION**

*(Contractor REQUIRED to complete)*

1. One of the boxes below **must be checked**, and an executed copy of this form must be attached to the Independent Contractor Agreement ("Agreement").

check 1 box

Contractor's employees 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.  
*(Reflects changes in the law that limit waivers of fingerprint requirements only those who will have no contact with students. This certification should be required for all contracts, even those where the services will be conducted online).*

Contractor's employees **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. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that 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 ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, 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. A complete and accurate list of all Employees who may have unsupervised interaction with District pupils during the course and scope of the Agreement is attached hereto.*

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.

2. **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**

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:

Signature of Contractor or Authorized Representative

Date

Title:

Print Name and Title

*Don Blasky*  
*6/23/2023*  
*Don Blasky, Chief Program Officer*



**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. Alternatively, 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: Don Blasky      6/23/2023 } 

Signature of Contractor or Authorized Representative      Date

Title: Don Blasky / Chief Program Officer

Print Name and Title

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 awarding body prior to performing any Services under this Agreement.

**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 Data<sup>1</sup> 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.

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<sup>1</sup> “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.

- 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 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) and 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 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: Don Blasky 6/23/2023  
 Signature of Contractor Date

Title: Don Blasky, Chief Program Officer  
 Print Name and Title



**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND  
BAY AREA COMMUNITY RESOURCES  
FOR DEVELOPMENT OF THE  
MDUSD CARES EXPANDED LEARNING OPPORTUNITIES PROGRAM**

**THIS AGREEMENT**, entered this first day of July, 2023 by and between the **Mt. Diablo Unified School District**, herein called the "**DISTRICT**" and **Bay Area Community Resources**, herein called the "**BACR**".

**WHEREAS**, the **DISTRICT** has secured grant and apportionment funding from the California State Department of Education (CDE), including After School Education & Safety (ASES) grant funding and Expanded Learning Opportunities Program (ELOP) apportionment funding for the purpose of development of Expanded Learning Program(s) of the **DISTRICT**; and

**WHEREAS**, the **DISTRICT** is the lead agency for the purposes of the aforementioned CDE grant/program, and is authorized to enter into this agreement with the **BACR** to develop the Programs at various locations within the Cities of Bay Point, Concord, Martinez, Pittsburg, and Pleasant Hill.

**WHEREAS**, the **BACR**, is qualified to assist the **DISTRICT** to develop the Programs to provide direction and organization by providing assistants and coordinators to facilitate and coordinate each program element; and

**WHEREAS**, the **DISTRICT** wishes to engage the **BACR** to assist as stated above in the utilization of the grant and apportionment funds in the manner in which it is mutually beneficial.

**WHEREAS**, the **DISTRICT** lacks the personnel to provide such programs; and

**WHEREAS**, the **BACR** holds itself out as qualified to operate and provide such programs; and

**NOW, THEREFORE**, in consideration of the performance of mutual promises contained herein, the parties agree, as follows:

**I. SCOPE OF SERVICE:**

The **BACR**, in a manner satisfactory to the **DISTRICT**, shall provide expanded learning opportunities (previously referred to as "after school") programs during FY 2022-23, in accordance with the Scope of Service submitted to the **DISTRICT**, and adopted herein as Exhibit "A" to this Agreement. The **BACR** further agrees that, should it fail to maintain the services proposed for the time specified by this Agreement, it shall reimburse the **DISTRICT** for all funds advanced pursuant to this Agreement.

**Program Delivery**

**A. Activities**

1. The **BACR** shall implement an Expanded Learning Program at twenty three (23) established **DISTRICT** schools, plus two (2) potential new **DISTRICT** schools, for fiscal year 2023-24. Activities include but are not limited to: enrichment classes, Science/Technology/Engineering/Mathematics (STEM), academic support activities, youth development, tutoring, life skills, sports, gardening, nutrition education, snack/meal distribution, leadership and service projects, work based learning, mentoring programs, ongoing staff development and technical assistance.
2. Program components and service levels are set forth in Exhibit "A."

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B. Staffing

Using the funds provided by the DISTRICT pursuant to this Agreement, the BACR shall employ the personnel listed in Exhibit "A." The BACR shall notify the DISTRICT in writing within five (5) working days if any of the above positions becomes vacant for any reason.

C. Performance Monitoring

The DISTRICT will monitor the performance of the BACR against the goals and performance standards required herein. Substandard performance as determined by the DISTRICT will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the BACR within ten (10) working days after notice is given by the DISTRICT, agreement suspension or termination procedures will be initiated, consistent with the provisions set forth in Section VI I, "Suspension or Termination."

II. TIME OF PERFORMANCE

Services of the BACR shall start on the 1st day of July 2023 and end on the 30th day of June 2024.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the DISTRICT under this Agreement shall not exceed \$8,123,967.00. Drawdowns for the payment of eligible expenses shall be made in accordance with performance. The BACR shall be paid monthly upon its submission of an itemized invoice.
- B. Each month, as part of its progress report, the BACR shall submit to the DISTRICT supporting financial information, which clearly documents the eligible expenses for which reimbursement is sought. Eligible expenses for which reimbursement shall be made shall be based upon Scope of Services set forth in Exhibit "A." The report is due within fifteen (15) days of the last day of the following month.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following agreement representatives:

The DISTRICT:  
Eric Rego, After School Program Coordinator  
Mt. Diablo Unified School District  
1266 San Carlos Ave., Room A-6  
Concord, CA 94519  
regoe@mdusd.org  
1 (925) 691-0351

The BACR:  
Don Blasky, Director (CPO)  
Bay Area Community Resources  
171 Carlos Drive  
San Rafael, CA 94903  
dblasky@bacr.org  
www.bacr.org  
1 (415) 444-5580

V. GENERAL CONDITIONS:

- A. General Compliance  
The BACR agrees to comply with all applicable state and local laws and regulations governing the program and funds provided under this Agreement.



B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The BACR shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The DISTRICT shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the BACR is an independent contractor.

C. Indemnification:

The DISTRICT shall indemnify, defend, and hold harmless the BACR against and from any and all claims or suits for damages or injury arising from the DISTRICT's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the BACR in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless the BACR against and from all claims or suits arising from any breach or default of any performance of any obligation of the DISTRICT hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

The BACR shall indemnify, defend, and hold harmless the DISTRICT against and from any and all claims or suits for damages or injury arising from the BACR's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the DISTRICT in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless the DISTRICT against and from all claims or suits arising from any breach or default of any performance of any obligation of the BACR hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

D. Workers' Compensation

The BACR shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement. The BACR will provide the DISTRICT with a thirty (30) day written Notice of Cancellation of the Workers' Compensation Policy.

E. Insurance

The BACR shall hold the DISTRICT free, clear, and harmless from all claims of third persons for damages arising out of negligent acts of the BACR and its agents and, in furtherance thereof, the BACR shall, at its expense, procure and maintain in full force at all times during the term of this contract the following insurance which shall be provided on an occurrence basis.

The BACR represents that it is self-insured and that it has sufficient insurance to pay claims for bodily injury, personal injury, or property damage which may arise as a result of the BACR'S performance of this Agreement.

The BACR agrees to provide the DISTRICT a thirty (30) day notice of any reduction or cancellation.

F. The DISTRICT Recognition

The BACR shall ensure recognition of the role of the DISTRICT in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the BACR will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## Appendix 1

### G. Amendments

1. The DISTRICT or the BACR may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the DISTRICT. Such amendments shall not invalidate this Agreement, nor relieve or release the DISTRICT or the BACR from its obligations under this Agreement.
2. The DISTRICT may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the DISTRICT and the BACR. In the event performance of this agreement becomes impracticable because of changes in federal, state, or local guidelines, policies, available funding amounts, or other reasons, either party may terminate the agreement pursuant to Paragraph H.1.

### H. Suspension or Termination

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of any such termination for convenience, all finished or unfinished documents, reports or other materials prepared by the BACR under this Agreement shall, at the option of the DISTRICT, become the property of the DISTRICT. Also, the DISTRICT is not responsible for any identified invoices in Paragraph III of the Agreement after the effective date of termination. However, invoices may be submitted for payments due within the 30 day time period within a reasonable time after termination.
2. The DISTRICT may also suspend or terminate this Agreement, in whole or in part, where, in the determination of the DISTRICT:
  - a. There is an illegal or improper use of the funds provided by the DISTRICT; or
  - b. There is a failure to comply with any terms, covenants, or conditions of this Agreement or exhibits thereto; or
  - c. There are reports submitted to the DISTRICT that are incomplete, untimely or incorrect in any material respect; or
  - d. The BACR is incapable of carrying out the proposed services, or those services are improperly performed; or
  - e. There are insufficient funds budgeted to continue the provision of services under this Agreement.
3. If the BACR materially fails to comply with any term of this Agreement or with any of the laws, rules, regulations or provisions referred to herein, the DISTRICT may declare the BACR ineligible for any further participation in the DISTRICT agreements, in addition to other remedies as provided by law.
4. In the event there is probable cause to believe the BACR is in noncompliance with any applicable laws, rules or regulations, the DISTRICT will notify the BACR as soon as practicable. The BACR, in turn, will be given ten (10) working days within which to comply or remedy the situation. In the absence of compliance, the DISTRICT may withhold up to fifty (50) percent of said Agreement funds

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until such time as the BACR is found to be in compliance by the DISTRICT, or is otherwise adjudicated to be in compliance.

5. If suspension or termination is in order, the DISTRICT will provide at least ten (10) days written notice to the BACR.

VI. ADMINISTRATIVE REQUIREMENTS:

A. Financial Management

1. Accounting Standards

The BACR shall bill the DISTRICT on a monthly basis with a detailed accounting of expenditures incurred by the BACR.

B. Documentation and Record-Keeping

1. Records to be Maintained

The BACR shall maintain all records required by the terms of the grant and that are pertinent to the activities to be funded under this Agreement. Such records shall generally include, but not be limited to:

- a. Records providing a full description of each activity undertaken pursuant to this Agreement.
- b. Records of all expenditures, project funds, all persons employed in the program including volunteers, and records showing compliance with all legal requirements for the program and funding.

2. Retention

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

3. Close-Outs

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

4. Audits & Inspections

All records of the BACR with respect to any matters covered by this Agreement shall be made available to the DISTRICT or its designees at any time during normal business hours, as often as the DISTRICT deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the BACR within 30 days after receipt by the BACR. Failure of the BACR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of the

## Appendix 1

agreement. The BACR hereby agrees to have an annual agency audit conducted in accordance with current policy of the DISTRICT concerning the BACR audits.

### C. Reporting and Payment Procedures

#### 1. Budgets

Prior to the release of any funds under this Agreement, the BACR must have submitted a detailed budget to be approved by the DISTRICT. The DISTRICT and the BACR may agree to revise the budget from time to time by the DISTRICT in accordance with existing policies of the DISTRICT. Any such revisions must be approved in writing, and will not necessarily change the amount approved previously.

#### 2. Indirect Costs

If indirect costs are charged, the BACR will develop an indirect cost allocation plan for determining the appropriate share of the DISTRICT's administrative costs and shall submit such plan to the DISTRICT for approval.

#### 3. Payment Procedures

The DISTRICT will pay to the BACR funds available under this Agreement based upon information submitted by the BACR and consistent with any approved budget and DISTRICT policy concerning payments. The DISTRICT reserves the right to liquidate funds available under this Agreement for costs incurred by the DISTRICT on behalf of the BACR.

## VII. PERSONNEL & PARTICIPANT CONDITIONS:

### A. Conflict of Interest

Consistent with applicable state limitations, no officer(s), employee(s) or agent(s) of the DISTRICT who exercise(s) any function or responsibility with respect to this grant may participate as a board member or officer of the BACR in the planning or carrying out of the activities or program herein proposed and approved for funding.

### B. Fingerprinting

The BACR shall comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all the BACR's employees and all of its Subcontractors' who may have contact with pupils of the District in the course of providing services pursuant to the Contract and the California Department of Justice shall have determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Before the commencement of any work under this agreement, a complete and accurate list of the BACR's employees and of all of its subcontractors' employees who may come in contact with pupils of the District during the course and scope of the Contractor shall have been provided to the DISTRICT.

### C. Civil Rights

#### 1. Compliance

The BACR agrees to comply with all local and state civil or human rights requirements, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086. The BACR will ensure that, consistent with the ADA, all

Appendix 1

facilities wherein services are provided under this Agreement are accessible to all Bay Point, Concord, and Martinez residents, regardless of handicapping condition. If a facility is not accessible, but the BACR has developed an alternative plan that meets ADA requirements for such, it must be submitted to the DISTRICT for its approval within thirty (30) days of the date of the execution of this Agreement. Failure to do so may result in suspension or termination of this Agreement.

2. Nondiscrimination

The BACR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The BACR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BACR agrees to post in conspicuous places, available to employees and applicants for employment or service, a notice to be provided by the DISTRICT setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The BACR shall permit access to its books, records and accounts by the DISTRICT for purposes of investigation to ascertain compliance with the laws, rules, regulations and provisions stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

MT. DIABLO UNIFIED SCHOOL DISTRICT, a district organized under the laws of the State of California:

By: \_\_\_\_\_  
Superintendent/Designee

\_\_\_\_\_  
Date

BAY AREA COMMUNITY RESOURCES, agency:

By: Don Blasky  
Don Blasky, Director (CAO)

} 

6/23/2023  
Date } 

APPROVED AS TO FORM:

Stephan D.  
Director, Partnership & MPSS

6/23/23  
Date

\_\_\_\_\_  
Counsel for Mt. Diablo Unified School District

\_\_\_\_\_  
Date

Mt. Diablo Unified School District  
 CARES Expanded Learning Program  
 Bay Area Community Resources (BACR) Budget  
 2023-2024

Bel Air Elementary	
ASES Students Served	129
Additional Students Served	21
Total Students Served	150
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>315,960.79</b>

Cambridge Elementary	
ASES Students Served	198
Additional Students Served	0
Total Students Served	198
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>399,360.79</b>

Delta View Elementary	
ASES Students Served	144
Additional Students Served	6
Total Students Served	150
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>305,418.29</b>

El Monte Elementary	
ASES Students Served	84
Additional Students Served	66
Total Students Served	150
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	3
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>293,418.29</b>

Mt. Diablo Unified School District  
 CARES Expanded Learning Program  
 Bay Area Community Resources (BACR) Budget  
 2023-2024

Fair Oaks Elementary	
ASES Students Served	114
Additional Students Served	36
Total Students Served	150
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>299,418.29</b>

Gregory Gardens Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>264,360.79</b>

Hidden Valley Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>264,360.79</b>

Holbrook Language Academy	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
<b>Job Title</b>	<b>Number of Staff (School Year, 38 weeks)</b>
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Job Title</b>	<b>Number of Staff (Summer, 4 weeks)</b>
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>264,360.79</b>

23-24 BACR Budget

Mt. Diablo Unified School District  
 CARES Expanded Learning Program  
 Bay Area Community Resources (BACR) Budget  
 2023-2024

Meadow Homes Elementary	
ASES Students Served	181
Additional Students Served	0
Total Students Served	181
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>399,360.79</b>

Monte Gardens Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>264,360.79</b>

Rio Vista Elementary	
ASES Students Served	139
Additional Students Served	11
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>299,418.29</b>

Shore Acres Elementary	
ASES Students Served	167
Additional Students Served	8
Total Students Served	175
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	8
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	8
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>347,760.79</b>



Mt. Diablo Unified School District  
 CARES Expanded Learning Program  
 Bay Area Community Resources (BACR) Budget  
 2023-2024

Silverwood Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>264,360.79</b>

Sun Terrace Elementary	
ASES Students Served	140
Additional Students Served	20
Total Students Served	160
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	8
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>325,218.29</b>

Westwood Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>264,360.79</b>

Woodside Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>243,548.29</b>

Mt. Diablo Unified School District  
 CARES Expanded Learning Program  
 Bay Area Community Resources (BACR) Budget  
 2023-2024

Wren Avenue Elementary	
ASES Students Served	144
Additional Students Served	6
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>305,418.29</b>

Ygnacio Valley Elementary	
ASES Students Served	128
Additional Students Served	22
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>305,418.29</b>

El Dorado Middle	
ASES Students Served	115
Additional Students Served	0
Total Students Served	115
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>321,960.79</b>

Oak Grove Middle	
ASES Students Served	115
Additional Students Served	0
Total Students Served	115
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>296,160.79</b>

Mt. Diablo Unified School District  
 CARES Expanded Learning Program  
 Bay Area Community Resources (BACR) Budget  
 2023-2024

Riverview Middle	
ASES Students Served	115
Additional Students Served	0
Total Students Served	115
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	296,160.79

Garden Academy at Riverview Middle	
Job Title	Number of Staff (School Year, 38 weeks)
Program Lead	4
Garden Educator Assistant Coordinator	1
Garden Educator I	1
Job Title	Number of Staff (Summer, 4 weeks)
Program Lead	4
Garden Educator Assistant Coordinator	1
Garden Educator I	1
Budgeted Amount	303,585.79

Mt. Diablo High	
ASES Students Served	0
Additional Students Served	102
Total Students Served	102
Job Title	Number of Staff (School Year, 38 weeks)
Program Lead	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Program Lead	1
Program Coordinator (PC)	1
Budgeted Amount	132,345.79

Ygnacio Valley High	
ASES Students Served	0
Additional Students Served	131
Total Students Served	131
Job Title	Number of Staff (School Year, 38 weeks)
Program Lead	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Program Lead	1
Program Coordinator (PC)	1
Budgeted Amount	132,345.79

Mt. Diablo Unified School District  
 CARES Expanded Learning Program  
 Bay Area Community Resources (BACR) Budget  
 2023-2024

Potential New CARES Location #1	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>243,548.29</b>

Potential New CARES Location #2	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
<b>Budgeted Amount</b>	<b>264,360.75</b>

Program-Wide Support	
Job Title	Number of Staff
Recreation Manager	4
Program-Wide Consultant	2
Athletic Director	1
<b>Budgeted Amount</b>	<b>580,100.00</b>

Peer Activity Leader (PAL) Program	
Job Title	Number of Staff
PAL Facilitator	4
PAL Student Leader	2
PAL Student Intern	2
<b>Budgeted Amount</b>	<b>127,514.00</b>

Totals	
Total ASES Students Served	1913
Total Additional Students Served	1329
Grand Total Students Served	3242
<b>Grand Total Budgeted Amount</b>	<b>8,123,967.00</b>

Cost per student = \$2,505.85



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

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).

<b>PRODUCER</b> VANTREO Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa CA 95401	CONTACT NAME: Rebecca Chavez PHONE (A/C, No, Ext): 707-546-2300 E-MAIL ADDRESS: certs@vantreo.com	FAX (A/C, No): 707-546-2915
	License#: 0K07568 BAYAREA-10	
<b>INSURED</b> Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael CA 94903-2005	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Nonprofits' Insurance Alliance of California	NAIC #
	INSURER B: State Compensation Insurance Fund - SCIF	35076
	INSURER C: Accredited Specialty Insurance Company	16835
	INSURER D:	
	INSURER E:	

**COVERAGES**      **CERTIFICATE NUMBER: 1066862611**      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Agg	Y	2022-19709	7/1/2022	7/1/2023	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Agg \$ 2,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2022-19709	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2022-19709-UMB	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	9233948-2022	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A C	<input type="checkbox"/> Abuse Liability <input type="checkbox"/> Prof Liab (Abuse) <input type="checkbox"/> Cyber Liability	N/A	2022-19709 2022-19709 2-CIA-CA-17-S0112268-00	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	Aggregate Aggregate Limit 2,000,000 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Crime Liability - 2022-19709-PROP - Effective 7/23/2022-7/01/2023 - Occurrence/AGG \$500,000  
 Mt. Diablo Unified School District is additional insured in regards to general liability per attached form.

<b>CERTIFICATE HOLDER</b>  Mt. Diablo Unified School District 1936 Carlotta Drive Concord CA 94519 USA	<b>CANCELLATION</b>  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 
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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):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. 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.

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.