

Purchase Requisition # R88695

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2
Attached W-9 Insurance

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

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 7th day of October, by and between the Mt. Diablo Unified School District (hereinafter "District") and Events To The 'T', Inc. (hereinafter "Contractor").

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

1. Performance of Services

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

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

\$ 32,200 - total fee for Services

358-3936-49-5800 \$ 25,000.00
358-3936-49-5100 \$ 7,200.00

The basis of the fee for Services shall be as follow

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 32,200 per engagement.

_____ \$ _____
BUDGET CODE(S)

Check One:

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

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

3. Term and Termination. This Agreement will become effective on 10/7/15. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

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

Coverage shall be at least as broad as:

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

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



Purchase Requisition # R88695

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

Additional Insured Status

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

INSURANCE REQUIREMENTS

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

Limits: _____

Other: _____

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

Superintendent

General Counsel

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

DISTRICT

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

CONTRACTOR

Name: Events To The T, Inc.
 Attn: Toby Praescher
 Address: 286 Brady St.
Martinez, CA 94553
 Phone: 925-335-0133
 Fax: 925-335-9797
 Tax ID #: 33-1013077

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

Purchase Requisition # R88695

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

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature] 10-12-15
Principal/Budget Administrator Date

Title: Michael McAlister
Print Name and Title

Events To The 'T', Inc.
Independent Contractor/Consultant

By: [Signature] 10/7/15
Signature of Contractor/Consultant Date

Title: Toby Proescher - CEO
Print Name and Title

Authorized and Approved by:
[Signature] 11/5/15
Assistant or Associate Superintendent Date

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

[Signature] 10/11/15 Northgate Leadership Teacher
Originator's Signature Date Site/Department Originating this Contract

Kourtne Hawerton Leadership Teacher
Print Name of Originator and Title

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

NHS-ASB
Jr. Class 217-00

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

[Handwritten mark]

Purchase Requisition # R88695

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Prom planning: Reserve facility, catering, dj, prop rentals,
mimes, caricaturists, security

Partial payments:

\$5000 To confirm

\$5000 2/10/16

\$22,200 3/12/16



EXHIBIT A

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

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

___ 1. For the engagement described hereinafter Events To The T' Inc. will provide:

- Treasure Island Event Center- Entire Facility
- Unlimited Sodas, and Water Station, Coffee Cart
- ETTT Ultimate Prom Package DJ Mikey Tan, Karaoke DJ
- Milk Chocolate Fountain with Dippables, Crepes Action Station
- (2) Mime 6:00p-8:00p
- (2) Caricaturists 7:00p-10:00p
- All Necessary Décor Including: Centerpieces, Coat Check, Uplights, & Swag
- Security: 4 Male, 4 Female Private Guards
- ETTT Event Manager/Staff
- IM Insurance Policy

___ 2. Event Location:
Treasure Island Event Center
401 California Ave.
San Francisco, CA 94130

___ 3. Date(s) / Time (s) of engagement:
Saturday, March 12, 2016
3:00p.m. -6:00p.m. Set-up
6:00p.m. -10:00p.m. Ball

___ 4. Agreed upon compensation for engagement for 350 students: \$32,200.00
*At 400 students, cost is \$83.00 each
*At 450 students, cost is \$77.00 each

___ 5. Deposit schedule:

\$ 5,000.00	To Reserve
\$ 5,000.00	February 10, 2016
\$22,200.00 + extra students	March 12, 2016
	Final count due 3/9/16

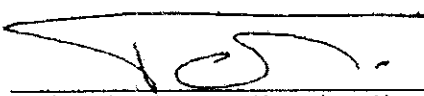
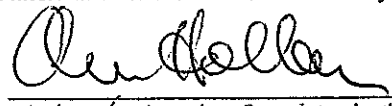
EXHIBIT B CRIMINAL BACKGROUND CHECK CERTIFICATION

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

Name of Independent Consultant/Contractor:	<u>Events To The T, Inc.</u>
Services to be performed under the Agreement:	<u>Prom planning</u>
Schools/Locations where services will be performed:	<u>Northgate HS/Treasure Island</u>
Total amount to be paid by the District under this Agreement:	<u>\$ 32,200.00</u>
Term of Agreement:	
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input checked="" type="checkbox"/> I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement.
2A	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

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

 _____ Independent Contractor/Consultant Signature	 _____ Assistant or Associate Superintendent's Signature
<u>Toby Proescher</u> Print Name	<u>Chris Holleran</u> Print Name
<u>10/7/15</u> Date	<u>11/5/15</u> Date
Independent Contractor/Consultant	Assistant or Associate Superintendent



R 88695

Events To The 'T' Inc

286 Brady Street
Martinez, CA 94553

(925) 335-0633 Office
(925) 525-8629 Cell
(925) 335-9797 Fax

www.SFproms.com

EVENT CONTRACT

This agreement is entered into on September 25, 2015 between EVENTS TO THE 'T' Inc. and NORTHGATE HIGH SCHOOL/MDUSD, Walnut Creek, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

___ 1. For the engagement described hereinafter Events To The 'T' Inc. will provide:

- Treasure Island Event Center- Entire Facility
- Unlimited Sodas, and Water Station, Coffee Cart
- ETTT Ultimate Prom Package DJ Mikey Tan, Karaoke DJ
- Milk Chocolate Fountain with Dippables, Crepes Action Station
- (2) Mime 6:00p-8:00p
- (2) Caricaturists 7:00p-10:00p
- All Necessary Décor Including: Centerpieces, Coat Check, Uplights, & Swag
- Security: 4 Male, 4 Female Private Guards
- ETTT Event Manager/Staff
- 1M Insurance Policy

___ 2. Event Location:
Treasure Island Event Center
401 California Ave.
San Francisco, CA 94130

___ 3. Date(s) / Time (s) of engagement:
Saturday, March 12, 2016
3:00p.m. -6:00p.m. Set-up
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___ 4. Agreed upon compensation for engagement for 350 students: \$32,200.00
*At 400 students, cost is \$83.00 each
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	\$ 5,000.00	February 10, 2016
	\$22,200.00 + extra students	March 12, 2016
		Final count due 3/9/16

R88695

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286 Brady Street
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TERMS OF AGREEMENT

- 1) Events To The 'T' will act as your agent and book all requested vendors.
- 2) Events To The 'T' will schedule all arrivals, handle all deposits and payments, and ensure all scheduled activities are approved by the event site.
- 3) In the event of sickness, accident, acts of god and/or other legitimate conditions beyond the above vendor's control, every effort will be made to find a replacement. Events To The 'T' and vendor's liability are limited to vendors price.
- 4) Client will assume full responsibility and liability for the conduct of his or her guests regarding theft or damage to any performers' equipment, or injury to any performer caused by intentional or negligent acts by clients or his or her guests.
- 5) No verbal agreement may amend this contract. If any legal action is necessary to enforce the terms of this agreement, Events To The 'T' will be entitled to reasonable collection fees.
- 6) Any deposits/balances unpaid after due date will accrue a 1.5% interest rate per month.
- 7) Lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

TERMINATION OF AGREEMENT

- 1) If terminating a date, written notice must be received at least ninety (90) days prior to cancellation.
- 2) Outside of ninety days the full facility rental fees are due and 100% of expected commissions will be due to Events To The 'T' Inc.
- 3) If terminating 30-90 days prior to event date, client will increase payment to 50% of expected total of said event. Events To The 'T' Inc. will pay off all deposits due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.
- 4) If terminating event within 30 days, full payment is due. Events To The 'T' Inc. will pay off all monies due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.

The undersigned, _____, acting as an authorized agent of Northgate High School/MDUSD hereby accepts and agrees to the terms of the contract and as recognition thereof has signed below.

Mt. Diablo Unified School District

(Name of Client)

(Area Code & Phone Number)

1936 Carlotta Drive, Concord CA 94519

(Mailing Address)

(City)

(State)

(Zip)

(Signature of Client)

(Date)

10/7/15

(Toby Proescher, Events to the 'T', Inc.)

(Date)

R88695

Events To The 'T' Inc

286 Brady Street
Martinez, CA 94553

(925) 335-0633 Office
(925) 525-8629 Cell
(925) 335-9797 Fax

www.SFproms.com

Food Provided:

1 Milk Chocolate Fountain with Dippables:

Fresh Strawberries
Marshmallows
Rice Crispy Treats
Cookies
Pretzels
300 Mini Croissants

Freshly Prepared Sweet & Savory Crepe Action Station for 200

Veggie- Mozzarella, Black Olives, Tomato, Avocado, and Mixed Greens
Spicy Sausage- Sausage, Mozzarella, Sauteed Mushrooms, Crème Fraiche, Mixed Greens
Smoked Turkey- Smoked Turkey, Cheddar Cheese, Tomato, & Mixed Greens
Nutella, Banana, Whipped Cream, Powdered Sugar, Caramel, Lemon Curd, Strawberry/Apricot Jam

Gluten-free crepes are available. You MUST request in advance though!!

4 Cheese & Cracker Platters

Ritz Crackers & Triscuits
½ Cheddar Cheese Cubes
¼ Pepperjack Cheese
¼ Swiss Cheese

BEVERAGES:

Assorted Soft Drinks with Grenadine
Water Stations

Coffee Cart with 70% Hot Chocolate, 30% Tea

DÉCOR INCLUDED:

- Centerpiece: (16) Eiffel Tower Vases with White Ostrich Feathers
- Coat Check materials (racks, hangers, tickets, paper bags, & sharpee pens)
- LED Uplights in Ballroom/Bar: LED Purple
- Linens: Black 120" tablecloths for ballroom tables, black spandex on service/highboys
- Purple Swag with twinkle lights in dance room
- French Theme Props on dancefloor (PARIS hot air balloon, 2 kiosks with French themed posters, 5' flat Eiffel Tower, 4 topiaries with lights, 12' pipe & drape), 'Midnight In Paris' entry
- French theme posters in bar area
- Bathroom gift basket in female restroom

R88695

Events To The 'T' Inc

286 Brady Street
Martinez, CA 94553

(925) 335-0633 Office
(925) 525-8629 Cell
(925) 335-9797 Fax

www.SFproms.com

SPECIAL NOTES:

- ETTT to arrive at 3:00p.m. to set up T/C/L
- Tables/chairs: 12- 60" tables with 120 Dark Oak Chivari chairs
- (6) kiosk tables around dance floor
- Caricaturists set-up in hallway off ballroom 7-10p
- Client to supply Creative Imaging photographer set up in room next to bar
- Client to supply photo booth (contact info needed)
- 2 Roaming Mimes 6p-8p
- Karaoke in bar area
- Walkway outside ballroom by tennis courts open 7-10p (security needed)

W



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/14

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

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

PRODUCER Thompson Insurance Enterprises LLC 3380 Chastain Meadows Pkwy, Ste. 100 Kennesaw, GA 30144	CONTACT NAME: Ruth Carter PHONE (A/C, No, Ext): 678-290-2130 E-MAIL ADDRESS: rcarter@MarkelCorp.com PRODUCER CUSTOMER ID #:	FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Essex Insurance Company</td> <td>39020</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Essex Insurance Company	39020	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

INSURED Events To The T Inc 286 Brady Street Martinez, CA 94553	CERTIFICATE NUMBER: 642983 REVISION NUMBER:
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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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		FPG20005235-02	11/24/14	11/24/15	EACH OCCURRENCE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				EACH OCCURRENCE \$ AGGREGATE \$
A	Professional Liability			FPG20005235-02	11/24/14	11/24/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519-1397	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
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

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
1936 Carlotta Drive
Concord, CA 94519-1397

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.