

**NAPA COUNTY OFFICE OF EDUCATION**  
**2121 Imola Avenue, Napa CA 94559**  
**CalSERVES**

**Agreement for Services**

This agreement for personal or subcontract services and/or advice is hereby entered into between the **NAPA COUNTY OFFICE OF EDUCATION**  
CalSERVES hereinafter "NCOE" and:

Contractor: Mt. Diablo Unified School District  
Street: 1036 Carlotta Drive City: Concord State: CA Zip: 94520  
Telephone #: 925-682-8000  
Taxpayer I.D. #: 68-0091157  
hereafter known as "CONTRACTOR."

**1. TERM**

**CONTRACTOR** shall commence work on 7/1/2011. The work shall be completed no later than 6/30/2012.

**2. SCOPE OF SERVICES**

**CONTRACTOR** is specially trained and experienced and competent and agrees to provide the special services required on a limited basis to the NCOE. The **CONTRACTOR** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

**CONTRACTOR** understands and agrees that **CONTRACTOR** and all of its employees and subcontractors are not employees of the NCOE and are not entitled to benefits of any kind or nature normally provided employees of the NCOE and/or to which NCOE employees are normally entitled. **CONTRACTOR** shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by NCOE on behalf of **CONTRACTOR** or its employees or subcontractors. **CONTRACTOR** is responsible for maintaining appropriate tax related records.

**CONTRACTOR** shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement. NCOE may reimburse **CONTRACTOR** for travel outside of the region. All travel expenses must be pre-approved. **CONTRACTOR** shall retain and mail original receipts with request for reimbursement within 14 days of travel." If requesting mileage reimbursement for use of a personal vehicle, proof of insurance must accompany the invoice.

**3. COMPENSATION**

a) NCOE shall pay an amount not to exceed \$39,200 for expenses and services provided under this Agreement as outlined in Attachment A.

b) The invoices for work complete shall be submitted monthly to:

Tracy Nevill, CalSERVES, 5789 State Farm Dr., #230, Rohnert Park, CA 94928

c) The invoices shall set forth in detail the following items:

- a. The dates that the services were provided
- b. The type of services that were provided and the amount of time spent on each type of service provided
- c. Completed Data Collection Report

#### 4. PERFORMANCE

In the performance of the work herein contemplated, **CONTRACTOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **NCOE** being interested only in the quality of the services and the results obtained.

**CONTRACTOR** shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NCOE** if contract documents are at variance therewith. In the performance of the work authorized under this contract,

**CONTRACTOR** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

#### 5. INDEMNIFICATION

**CONTRACTOR** agrees to hold harmless, indemnify and defend **NCOE** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. **CONTRACTOR** also agrees to hold harmless, indemnify and defend **NCOE** and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to **CONTRACTOR** in connection with the performance of this Agreement.

**NCOE** shall hold harmless and indemnify **CONTRACTOR** and its officers and employees, from all damages of every nature and description caused by sole negligence or willful misconduct by **NCOE** related to its performance under this Agreement.

#### 6. INSURANCE

During the term of this contract and any extension or modification thereof, **CONTRACTOR** shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least \$1,000,000 combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, **CONTRACTOR** shall provide **NCOE** with a certificate of insurance and an endorsement page naming the Napa County Office of Education, its Board of Trustees, officers, employees, volunteers and students as additionally insured. Coverage provided by this policy shall not be cancelled or materially changes without thirty (30) days written notice given to **NCOE**.

#### 7. TERMINATION OF CONTRACT

Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination. If contract is terminated, **CONTRACTOR** will be paid for all work completed.

#### 8. WORK TO BE PERFORMED

Services to be rendered to **NCOE** by the **CONTRACTOR** as described in Attachment A.

**NAPA COUNTY OFFICE OF EDUCATION**  
**2121 Imola Avenue, Napa CA 94559**  
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CalSERVES hereinafter "NCOE" and:

Contractor: Mt. Diablo Unified School District, CARES After School Program  
Street: 1026 Mohr Lane City: Concord State: CA Zip: 94518  
Telephone #: 925-682-8000 x6201  
Taxpayer I.D. #: 68-0091157  
hereafter known as "CONTRACTOR."

**1. TERM**

**CONTRACTOR** shall commence work on 1/1/2011. The work shall be completed no later than 6/30/2011.

**2. SCOPE OF SERVICES**

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**CONTRACTOR** shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement. **NCOE** may reimburse **CONTRACTOR** for travel outside of the region. All travel expenses must be pre-approved. **CONTRACTOR** shall retain and mail original receipts with request for reimbursement within 14 days of travel." If requesting mileage reimbursement for use of a personal vehicle, proof of insurance must accompany the invoice.

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**CONTRACTOR** shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NCOE** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **CONTRACTOR** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

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**CONTRACTOR** agrees to hold harmless, indemnify and defend **NCOE** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. **CONTRACTOR** also agrees to hold harmless, indemnify and defend **NCOE** and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to **CONTRACTOR** in connection with the performance of this Agreement.

**NCOE** shall hold harmless and indemnify **CONTRACTOR** and its officers and employees, from all damages of every nature and description caused by sole negligence or willful misconduct by **NCOE** related to its performance under this Agreement.

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# CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)  
5/4/2011

**PRODUCER**  
Alliant Insurance Services, Inc.  
916-643-2700  
1792 Tribute Rd, Suite 450  
Sacramento CA 95815

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE PROGRAMS BELOW.**

**PROGRAM AFFORDING COVERAGE**

**COVERED PARTY**  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord CA 94519-1397

A: Genesis Insurance Company

B:

C:

D:

E:

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

PRO LTR	COVERAGE	MEMORANDUM OF COVERAGE	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occur.)	\$
					MED. EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED VEHICLES <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	EA ACC \$
						AGG \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
A	<b>OTHER</b> Public Schools Excess Liability including General Liab/Auto Liab	YXB300961G	7/1/2010	7/1/2011	Aggregate	\$10,000,000
					Each Occurrence	\$4,750,000
					S.I.R.	\$250,000
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 NAPA COUNTY OFFICE OF EDUCATION, ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS AND STUDENTS ARE ADDITIONAL INSURED RE: PE AND NUTRITION PROGRAM AT CARES AFTER SCHOOL PROGRAM SITES.

**CERTIFICATE HOLDER**

**CANCELLATION**

30

NAPA COUNTY OFFICE OF EDUCATION  
 CALSERVES  
 2121 IMOLA AVE  
 NAPA CA 94559

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROGRAM AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Matthew Howan*

THE SCHOOL POLICY - RETAINED LIMIT FORM  
Declarations Page

Policy No. YXB300961G

Item 1. General Information

First Named Insured: Mt. Diablo Unified School District

Mailing Address: 1936 Carlotta Drive  
Concord, CA 94519

Named Insured(s):

Policy Period - Coverage Parts A and B - both dates as 12:01 a.m. Std. time at your mailing address

From: July 1, 2010 To: July 1, 2011

Item 2. Schedule of Retained Limit(s)

Coverage Part A	\$250,000	applies to each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$250,000	applies to each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

Item 3. Limit(s) of Insurance

Coverage Part A	\$10,000,000	Coverage Part Aggregate Limit
	\$4,750,000	Each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$10,000,000	Coverage Part Aggregate Limit
	\$4,750,000	Each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

Item 4. Premium

Coverage Part A	\$293,215	Flat Premium, Adjustable at Rate of \$ Not Applicable per _____ of _____, Subject to Minimum premium of \$ _____
Coverage Part B	\$53,785	Flat Premium, Adjustable at Rate of \$ Not Applicable per _____ of _____, Subject to Minimum premium of \$ _____
TRIA	\$No Charge	Flat Premium - Combined Coverage Parts A and B

Forms and Endorsements comprising this policy: See Endorsement No. 1

Signed at Stamford, Connecticut on July 13, 2010



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES**

Endorsement  
Number   1  

POLICY NUMBER YXB300961G	ENDORSEMENT EFFECTIVE July 1, 2010	COMPANY Genesis Insurance Company
NAMED INSURED  Mt. Diablo Unified School District		COVERAGE PARTS AFFECTED  The School Policy Retained Limit Form Coverage Part A and B Common Policy Conditions

**CHANGES**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

TSP A 00 01 05/05	Coverage Part A – School Liability
TSP B OCC 00 01 05/05	Coverage Part B – School Board Legal Liability
TSP CC 00 01 05/05	Common Policy Conditions
TSP A 24 12 05/05	Claims Expenses Erode Retained Limit and Limit(s) of Insurance
TSP A C-M 04 03 05/05	Medical Incident Liability Coverage
TSP A C-M 95 16 07/07	Amendment of the Medical Incident Liability Coverage
TSP A/B 00 02 05/05	Nuclear Energy Liability Exclusion
TSP A/B 98 31 09/07	Additional Insured – Designated Persons or Organization (Designated Contract)
TSP A/B CA 91 03 04/07	Education Code of the State of California
TSP B OCC 04 10 05/05	Employee Benefit Liability Endorsement (Occurrence Basis)
IC 09 14 01 08	Disclosure Pursuant to Terrorism Risk Insurance Act
IC 09 21 01 08	Cap on Losses From Certified Acts of Terrorism
IC 09 26 01 08	Exclusion of Punitive Damages Related to A Certified Act of Terrorism

Signed at Stamford, Connecticut on July 13, 2010



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES**

Endorsement  
Number 2

POLICY NUMBER YXB300961G	ENDORSEMENT EFFECTIVE July 1, 2010	COMPANY Genesis Insurance Company
NAMED INSURED Mt. Diablo Unified School District		COVERAGE PARTS AFFECTED The School Policy Retained Limit Form Coverage Part A

**CHANGES**

**CLAIM EXPENSES ERODE RETAINED LIMIT  
AND LIMIT(S) OF INSURANCE**

**SECTION I – COVERAGE, B. Defense** is deleted and replaced with the following:

**B. Defense**

We have no duty to defend any claim or **suit** but we shall have the right and you shall give us the opportunity to associate in the defense of any claim or **suit** against the **Insured** seeking damages for **bodily injury, personal injury, advertising injury, or property damage**, which, in our sole opinion, may create indemnification obligations for us under this Coverage Part. In addition:

1. The **Insured**, or the **Named Insured** on the **Insured's** behalf, has the duty to defend any claim or **suit** seeking damages to which this insurance applies and shall be responsible for paying any **claim expenses**. The **claim expenses** incurred by the **Insured** serve to erode this Coverage Part's **retained limit**.
2. When the **Insured's** legal obligation to pay **ultimate net loss** to which this insurance applies has been determined, and this amount is greater than the relevant **retained limit**, then and only then will the **Insured** be entitled to make claim for indemnity under this Coverage Part. In such case, the **Insured** shall make claim for indemnification under this Coverage Part as soon as practicable after it has paid or will pay the **retained limit**. We shall then indemnify the **Insured** for **ultimate net loss** that exceeds this Coverage Part's **retained limit** subject to the Coverage Part's relevant **Limit(s) of Insurance** set forth in the **Declarations Page** or in any endorsement.
3. The **Insured** must obtain our prior written consent before offering or agreeing to pay an amount which exceeds the **retained limit** in order to settle any claim or **suit** seeking damages to which this insurance applies either in whole or in part.



4. We shall also have the right, but not the duty, to assume control in the defense of any claim or suit which, in our sole opinion, may create indemnification obligations for us under this Coverage Part. This assumption of control shall include, but not be limited to:
  - a. The investigation of any occurrence, offense, claim or suit;
  - b. The selection or retention of defense counsel;
  - c. The appeal of any judgment; or
  - d. The settlement of any claim or suit.

In the event we exercise our rights specified in this paragraph, the Limit(s) of Insurance and the Insured's responsibility to pay the retained limit(s) and handling of the claim expenses will remain unchanged as stated in the policy or Endorsement.

5. If we recommend to the Insured a settlement of any claim or suit, the amount of which exceeds the retained limit(s), the Insured will in good faith attempt to settle the claim or suit with the claimant(s) or claimant's legal representative at or below the recommended settlement amount.

**SECTION IV – DEFINITIONS, paragraph FF. Ultimate net loss** is deleted and replaced by the following:

**FF.** **Ultimate net loss** means the total amount of damages, including any punitive or exemplary damages when not against public policy and attorney fees awarded in favor of third parties, the Insured is legally liable to pay because of **bodily injury, personal injury, advertising injury, or property damage**. **Ultimate net loss** also includes related **claim expenses**. **Ultimate net loss** shall be established after a contested **suit** or by a compromise settlement to which we have previously agreed in writing. **Ultimate net loss** shall be reduced by any recoveries or salvages which have been paid to or collected by us.

Signed at Stamford, Connecticut on July 13, 2010



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Authorized Representative