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PURCHASE REQUEST # R146469

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

SCHOOL SUPPORT
DIRECTOR, SECONDARY ED

THIS AGREEMENT is made this 18th day of December, by and between the Mt. Diablo Unified School District (hereinafter "District") and WEDGEWOOD Weddings & Events (hereinafter "Contractor").

RECITALS

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

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

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

AGREEMENT

1. Performance of Services.

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

- 2. Compensation.** District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED \$** 13,290.44.

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

District staff to check the applicable box.

☐ \$ _____ per hour ☐ \$ _____ per day ☒ \$ 13,290.44 per engagement

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

(a)	<u>01</u>	-	<u>9010</u>	-	<u>1110</u>	-	<u>1000</u>	-	<u>39360</u>	-	<u>000</u>	-	<u>355</u>	-	<u>355</u>	-	<u>5800</u>	\$	<u>13,290.44</u>
(b)	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	\$	_____
(c)	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	\$	_____

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

Contractor shall submit invoices in accordance with the following schedule:

District staff to check applicable box.

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

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 12/18/2024 and shall expire on 5/3/2025, or when terminated as set forth below.
- (b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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

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

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

6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of *California Education Code Section 45125.1* regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the Contractor and/or its employees. To the extent *Section 45125.1* is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the Board of Education of the District that such employee has not been convicted of a felony, as defined in *Section 45125.1*. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
8. **Indemnification.** Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
9. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage Minimums shall be at least as broad as:

District staff to check the appropriate boxes.

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

- ☒ **Agreements under \$25,000.** Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$2,000,000**).
- ☐ **Agreements of \$25,000 or more.** Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**).

(b) **Automobile Liability.**

- ☒ ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ☐ **For sole proprietors and small businesses** using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle.

(c) **Workers' Compensation.**

☒ As required by the State of California, with Statutory Limits, and **Employer's** Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. All California employers must provide workers' compensation benefits to their employees under *California Labor Code Section 3700*.

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

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

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

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

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

(e) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

(f) **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy and to the Sexual Abuse and Molestation policy, if applicable, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

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

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

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 9, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: _____

Other: _____

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

Superintendent 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

Bus. Name: WEDGEWOOD Weddings & Events
Attn: Amanda Taylor
Address: 1063 Jefferson St, Benicia, CA 94510
Phone: 707-746-0684
Fax: _____
Email: jeffersonstreetmansionsales@wedgewood.weddings.com

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 # R146469

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

WEDGEWOOD Weddings & Events

Company/Organization Name or Independent Contractor/Consultant

By: Markell McCain
Signature of Principal/Budget Administrator Date

Title: Dr Markell McCain, Principal
Print Name and Title

By: Sabrena Cornwell
Signature of Contractor/Consultant Date

Title: Sabrena Cornwell - Wedgewood Weddings
Print Name and Title

By: [Signature] 1/17/25
Signature of District Administrator (if applicable) Date

Title: Ruth Steele, Director of Secondary Support
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: [Signature] 1/17/25
Signature of Superintendent or Designee Date

Title: Samantha Allen, Chief of Ed Services
Print Name and Title

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

By: _____
Originator's Signature Date

Alena Mandel Leadership Advisor/Teacher
Print Name of Originator and Title

MDHS ASB

Site/Department Originating this Contract

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

MDHS ASB
2450 Grant St, Concord, CA 94520

PURCHASE REQUEST # R146469

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

YOUR CUSTOMIZED Price Qty Total
Party Menu Package

Choice of six appetizers to be served one hour before meal service.
Your choice of signature buffet or plated duet meal.

\$38.89 X 100 \$3,889.00

Choice of Six Appetizers
Choice of six items from our appetizer menu (combination of
stationed and hand passed) served for one hour.

Included 100 \$0.00

No-Host Bar
No bartender fee.

Included 100 \$0.00

Napkins, House (Included)
Available in multiple colors.

Included 100 \$0.0

House Linen
Mid-length table linens on all reception tables.

Included 100 \$0.00

Chairs, Standard (Included)

Included 100 \$0.00

VENUE PRICE

\$5795

Covers your essentials including event planning assistance, event set-up and clean-up, all bartending and event staff, tables, chairs, china, glassware, silverware, and cake-cutting service.

PACKAGE ADDITIONS Price Qty Total

Revenue Credit to Meet Minimum

Please add products or additional guests to reach your revenue minimum. \$0 X 1 \$0.00

Security Guard Fee Required for all events.

\$250 X 1 \$250.00

Revenue Credit to Meet Minimum Please add products or additional guests to reach your revenue
minimum.

\$66 X 1 \$66.00

Payment Schedule:

Space Reservation Fee \$3,322.61 12/18/2024

Planning Payment \$3,322.61 01/18/2025

Final Payment \$6,645.22 04/23/2025

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

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

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

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

--OR--

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

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

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: Sabrina Cornwell

Name: Sabrina Cornwell

Title: Manager at Wedgewood Weddings

Date: _____

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

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

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

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

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

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

--OR--

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

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: Sabrina Cornwell

Name: Sabrina Cornwell

Title: Manager at Wedgewood Weddings

Date: _____

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

EXHIBIT D

DATA PRIVACY ADDENDUM

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

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

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

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

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

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

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

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: Sabrina Cornwell

Name: Sabrina Cornwell

Title: Manager at Wedgewood Weddings

Date: _____



WEDGEWOOD
WEDDINGS & EVENTS

R146469

01.9010. 1110. 1000. 39360. 000. 355. 355 5800

CONTRACT FOR MOUNT DIABLO HIGH SCHOOL PROM SCHOOL EVENT

Customized for you by Amanda Taylor on December 18, 2024 at Jefferson Street Mansion by Wedgewood Weddings

Mount Diablo High School
Prom

2450 Grant St, Concord, California, 94520

Alena Mandel

Activities Director, Leadership and Yearbook Adviser

530-304-2703

mandela@mdusd.org

KEY INFORMATION

DATE:
Saturday, May 3, 2025

START TIME:
6:00 PM

END TIME:
11:00 PM

MINIMUM:
\$10,000.00

AREA:
Reception Pavilion

TOTAL GUESTS:
100

TIER:

When you book with Wedgewood Weddings & Events, you commit to your date, start time, & minimum. A minimum of \$10,000.00 must be spent before tax and Administrative Fee for your selected date. Photography does not apply towards the minimum.

YOUR CUSTOMIZED	Price	Qty	Total
Party Menu Package			
Choice of six appetizers to be served one hour before meal service. Your choice of signature buffet or plated duet meal.	\$38.89	100	\$3,889.00
Choice of Six Appetizers			
Choice of six items from our appetizer menu (combination of stationed and hand passed) served for one hour.	Included	100	\$0.00
No-Host Bar			
No bartender fee.	Included	100	\$0.00
Napkins, House (Included)			
Available in multiple colors.	Included	10	\$0.00



WEDGEWOOD WEDDINGS & EVENTS

YOUR CUSTOMIZED	Price	Qty	Total
House Linen Mid-length table liners on all reception tables.	Included	10	\$0.00
Chairs, Standard (Included)	Included	10	\$0.00

VENUE PRICE
\$5795
Covers your essentials including event planning assistance, event set-up and clean-up, all bartending and event staff, tables, chairs, china, glassware, silverware, and cake-cutting service.

PACKAGE ADDITIONS	Price	Qty	Total
Revenue Credit to Meet Minimum Please add products or additional guests to reach your revenue minimum.	\$0	1	\$0.00
Security Guard Fee Required for all events.	\$250	1	\$250.00
Revenue Credit to Meet Minimum Please add products or additional guests to reach your revenue minimum.	\$66	1	\$66.00

PRICE	
Subtotal	\$10,000.00
Administrative Fee	\$2,200.00
Sales Tax	\$1,090.44
Total	\$13,290.44
First Payment	\$6,645.22

PAYMENT SCHEDULE		
Payment Name	Payment Amount	Payment Due Date
Space Reservation Fee	\$3,322.61	12/18/2024

Planning Payment	\$3,322.61	01/18/2025
Final Payment	\$6,645.22	04/23/2025

This Contract, together with the Terms and Conditions Addendum attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Contract"), is made as of December 18, 2024, by and between Mount Diablo High School Prom (at times referred to herein as "Clients"), and Wedgewood Weddings (hereinafter at times collectively referred to herein as "Parties").

SCOPE OF SERVICES

Wedgewood Weddings agrees to host Clients' School Event on May 3, 2025 for event number 109-213285, subject to the terms and conditions stated herein.

1. CHARGES AND PAYMENT SCHEDULE

All charges listed in the Contract are estimates, and subject to change with any client requested adjustments to the services and guest count until 10 days prior to the event date. Any revisions to the Contract, will supersede the original monetary details of your event and will continue, with each revision, to be incorporated herein by reference. Each of your payments will be credited to the final balance due.

SPACE RESERVATION FEE (25%)

Clients' use of the event center's facility and related services space will be confirmed upon receipt of a signed Contract by Clients and payment of the Space Reservation Fee. The Space Reservation Fee is equivalent to 25% of the total estimated event charges listed in the Contract and calculated at the time of the signing of the Contract. After receipt, this payment is subject to Wedgewood Weddings' Cancellation Policy as defined herein. Clients' event date will not be reserved, and Wedgewood Weddings is under no obligation to begin any work related to the event until receipt of the Space Reservation Fee.

SECOND PAYMENT (25%)

An additional payment to bring the contract to 50% paid based on the total estimated event charges, is due no later than 30 days after the booking of the event date. If the client has added additional services or guests to the event the amount may equal more than 25% of the estimated event charges. After receipt, this payment is subject to Wedgewood Weddings' Cancellation Policy as defined herein. Failure to remit payment by the due date will constitute a breach of contract and be treated as a Client cancellation as defined in the Cancellation Policy herein.



FINAL PAYMENT (50%)

The final payment, representing the contractual balance due as listed in the Contract, is subject to any changes mutually agreed upon by Parties prior to 10 days prior to the event. After receipt, this payment is non-refundable in the event of Clients' cancellation as defined in the Cancellation Policy herein. Failure to remit payment by the due date will constitute a breach of contract and be treated as a Client cancellation as defined in the Cancellation Policy herein.

2. FORM OF PAYMENT

All payments except for the Final Payment, e.g. Space Reservation Fee, Planning Payment, etc., may be made in the form of debit card, credit card, personal check, cashier's check, ACH transaction, or money order. The Final Payment may be made in the form of debit card, credit card, cashier's check, or money order. Personal checks or ACH transaction cannot be accepted for the Final Payment. **Checks shall be made payable to Wedgewood Weddings. Cash payments will not be accepted at any time.** A taxable 1.5% fee will be included for any payment made by a debit card or a credit card.

3. GUARANTEED GUEST COUNT

The guaranteed guest count must be confirmed no later than ten days prior to the event, which is the date on which the Final Payment is due from Clients.

REDUCTION IN GUEST COUNT

After the Final Meeting, the guaranteed guest count may not be reduced. No refunds will be provided if the actual attendance falls below the guaranteed guest count.

INCREASE IN GUEST COUNT

After the Final Payment is received, should the guest count increase, that number will become the new guaranteed guest count, and must be confirmed in writing by the Clients no less than 48 hours prior to event time and be accompanied by full payment of additional costs associated with the increase. Clients understand that some services require a lead time for orders, e.g., A/V equipment and special linens, and may not be available if the guest count increases less than 10 days prior to the event.

DAY-OF-EVENT GUEST COUNT

If the day-of-event guest count exceeds the guaranteed guest count, Clients will be charged 1.5 times the per person price for each additional guest. If the Final Payment has already been made, this payment is promptly due within 10 business days after the conclusion of the event. If the Final Payment has not been paid yet, the additional charge will be added to the Final Payment.

4. MINIMUM CHARGE

The Contract contains a "minimum charge" associated with the date and time Clients have chosen for their event. The minimum charge applies to the event subtotal – before administrative fee and tax. Photography services cannot be applied toward the minimum charge. This minimum charge is applicable to Clients' event, and will be due and owed, regardless of the final guest count or adjustments to services.

5. ADMINISTRATIVE FEE AND TAXES

All services are subject to automatic administrative fee and applicable sales taxes. The administrative fee is not a tip or gratuity for our employees. Gratuities are not included and are voluntary.

TERMS & CONDITIONS (Addendum to Contract)

1. RESPONSIBILITY FOR PAYMENTS

Clients are responsible for making all necessary payments set forth in this Contract for all the costs and fees for the event. Wedgewood Weddings will accept payments for event costs from parties other than the Clients, e.g., vendors, and apply those payments to the cost of the event, however, the contractual responsibility, liability and obligation for the payments remains with the Clients only. Payments made on the Clients' behalf will be treated like all other payments and subject to the same policies outlined herein.

2. FOOD AND BEVERAGE

Without express permission of Wedgewood Weddings, no outside food or beverage, including alcohol, shall be brought to, or removed from, the premises at which the event is held. Clients agree to abide by all local and national regulations applicable to the distribution and responsible service of alcoholic beverages.

3. DECORATIONS

Decorations are subject to approval by Wedgewood Weddings. Confetti, glitter, birdseed, and rice are not permitted. Artificial flower petals are not permitted in outdoor spaces. Decorations may not be fastened to the walls with tacks, nails, staples, or adhesive of any kind. Open flame, including candles, fireworks, and traditional sparklers, is not allowed.

4. USE OF PHOTOS AND VIDEOS

Clients agree Wedgewood Weddings can use and edit photos and videos of Clients' guests and Clients' event for our and our vendors' marketing and similar purposes. Clients understand Wedgewood Weddings can do this without notifying or getting approval from Clients or Clients' guests and we will not pay Clients or Clients' guests any compensation.

5. VENDORS

RECOMMENDED VENDORS

The Contract may include services provided by contracted wedding vendors e.g., bakery, florist. These vendors are subject to change. Clients may choose to enter into a separate contract for additional services with the Wedgewood Weddings selected vendor. Wedgewood Weddings is not liable for separate contracts between Clients and vendors.

INDEPENDENT VENDORS

Clients may choose to contract services from vendors who are not associated with Wedgewood Weddings (outside vendors). Wedgewood Weddings may require a business license and liability

insurance for outside vendors. Wedgewood Weddings will not charge an outside vendor fee and will offer a reduced 'vendor meal' price.

6. FACILITY USE RESTRICTIONS / LOCAL REGULATIONS

There shall be no presence or use of firearms or drugs, including marijuana, at any Wedgewood Weddings facility. Noise regulations apply to Clients' event. Clients agree to abide by and adhere to all local noise rules and regulations.

7. CANCELLATION POLICY

Should the Clients elect, for whatever reason, to cancel this Contract, Clients hereby agree to provide a written notice of intent to cancel this Contract. There shall be no refund of fees or payments already made, regardless of due date. Should the event be cancelled by Clients, Clients' decision would constitute a breach of their contracted obligation to Wedgewood Weddings and Clients agree that Wedgewood Weddings & Events would be harmed. In the event this Contract is canceled by Clients, Clients agree that Wedgewood Weddings will have already incurred costs associated with Clients' event, *e.g.* coordination services, employee wages and bonuses, vendor costs, facility maintenance, purchase of supplies, facility rent and utilities, etc. Additionally, Wedgewood Weddings will have lost the opportunity to offer our services to other customers and will incur additional costs in attempting to book services for the date originally reserved for Clients' event. Clients agree that the exact amount of Wedgewood Weddings' damage will be difficult to determine. Therefore, Clients agree that should Clients cancel their event for any reason, the Space Reservation Fee, and any additional payment completed by Clients, *e.g.* Second Payment and Final Payment, shall be non-refundable.

8. UNFORESEEN EVENTS

Wedgewood Weddings will not be held responsible for failure to provide the basic utilities and services due to emergencies, natural disasters, catastrophes, or interruptions of public utilities. Wedgewood Weddings cannot be held responsible for power outages beyond its control. In the case of an unforeseen event, Wedgewood Weddings will make a good faith effort to execute the event with any necessary adaptations. However, if unforeseen events do not allow Wedgewood Weddings to provide a safe environment for Clients and their guests, Wedgewood Weddings will work with Clients to reschedule the event. An unforeseen event is not grounds for refund of payments made.

9. FORCE MAJEURE

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, pandemics, omissions or delays in acting by any governmental authority, restrictions and orders imposed by local or national governmental authorities; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes



of nonperformance, and shall attempt to continue performance hereunder with reasonable dispatch whenever such causes are removed. Wedgewood Weddings will provide the clients with prompt written notice of any delay or failure to perform that occurs by reason of *force majeure*. The Parties shall mutually seek a resolution of the delay or the failure to perform as noted above. A *force majeure* event is not grounds for refund of payments made, but instead, may constitute grounds for the rescheduling of the event.

10. EVENT INSURANCE

Wedgewood Weddings suggests that Clients' purchase event insurance to cover any expenses relating to postponement of the event.

11. INCLEMENT WEATHER

Every outdoor venue space, at some point and time, is at risk of being impacted by inclement weather. Wedgewood Weddings has an inclement weather plan in place that provides a responsible resolution for all Parties concerned. Inclement weather is not grounds for a refund or partial refund of payments made.

13. MODIFICATION OF AGREEMENT

Parties other than the Clients cannot amend, modify, change, or cancel the contract on behalf of the Clients. Only the Clients have the authority to do so, and all changes are subject to approval by Wedgewood Weddings.

14. SEVERABILITY OF CONTRACT

Any failure by a party to enforce a provision of this Contract does not constitute a waiver of any other provision of this Contract.

15. MEDIATION

In the case of any dispute arising under this Contract or agreement, which cannot be settled by reasonable discussion between the Parties hereto, the Parties agree that, prior to commencing any legal action or proceeding *which exceeds the jurisdictional small claims limits*, they will first engage the services of a professional mediator agreed upon by the Parties and attempt in good faith to resolve the dispute through confidential non-binding mediation. Each party shall bear one-half (1/2) of the mediator's fees and expenses and shall pay all of its own attorneys' fees and expenses related to the mediation.

16. ATTORNEYS' FEES

If a dispute between the Parties cannot be resolved through the mediation-first process, and either party brings a legal action or proceeding to enforce or interpret any provision of this Contract, in addition to any other applicable or available relief, the prevailing party in said action or proceeding shall be entitled to recover reasonable attorneys' fees and costs incurred therein.



17. REPRESENTATION ON AUTHORITY OF CLIENTS

Clients agree that the signee below is duly authorized and has the appropriate legal capacity to execute this Contract.

18. FINAL EXPRESSION OF CONTRACT

This Contract, any written amendment hereto, including the Terms and Conditions addendum, and any amendment thereto, contain the entire understanding between Clients and Wedgewood Weddings. To change any aspect of this Contract, the change must be done in writing and signed by the complete Parties to the Contract.



WEDGEWOOD
WEDDINGS & EVENTS

Mount Diablo High School Prom

Business Name

Primary Contact First & Last Name

Primary Contact Signature

Mount Diablo High School Prom's Activities Director,
Leadership and Yearbook Adviser

Wedgewood Weddings & Events Sales Expert Signature

Wedgewood Weddings & Events Sales Expert Name

**Request for Taxpayer
Identification Number and Certification**


Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Z Golf Food & Beverage Services LLC	
	2 Business name/disregarded entity name, if different from above. Wedgewood Weddings	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 43385 Business Park Dr. Ste 220	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																															
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>7</td><td>7</td><td>-</td><td>0</td><td>5</td><td>2</td><td>8</td><td>1</td><td>3</td><td>9</td></tr></table>		Social security number												-						or									Employer identification number									7	7	-	0	5	2	8	1	3	9
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person  Date 4/16/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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



ZGOLFFO-01

RFALLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2025

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

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

PRODUCER Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (847) 444-1060 FAX (A/C, No): (847) 201-4720 E-MAIL ADDRESS:														
INSURED Z GOLF FOOD & BEVERAGE SERVICES, LLC 43385 Business Park Drive #220 Temecula, CA 92590	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B : First Liberty Insurance Corporation</td><td>33588</td></tr><tr><td>INSURER C : Liberty Insurance Corporation</td><td>42404</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 : Liberty Mutual Fire Insurance Company	23035	INSURER B : First Liberty Insurance Corporation	33588	INSURER C : Liberty Insurance Corporation	42404	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		TB2Z91462060034	1/21/2024	1/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS6Z91462060024	1/21/2024	1/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TH7Z91462060064	1/21/2024	1/21/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6Z91462060014	1/21/2024	1/21/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Additional Insured Enhancement for Restaurants - Blanket Additional Insured where required by written agreement Form #LC 20 62
Other Insurance Amendment - Primary as required by written agreement Form #LC 20 62

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District
MDUSD
2450 Grant St
Concord, CA 94520

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

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Grantor of Franchise:** Any person(s) or organization(s) but only with respect to their liability as grantor of a franchise to you.
5. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In the performance of your ongoing operations; or
 - b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1 through 4 above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1:

1. Applies to the extent permitted by law;
2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

18C

CLASS OF 2025 BOARD MEETING MINUTES

Name of School: Mount Diablo High School

Club Name: Class of 2025

Meeting Date: Dec. 16, 2024

Meeting Time: 12:00- 12:18pm

Meeting Place:M2

The meeting was called to order by: Leif Scallin

Motion to approve by: Alexabelle Panugaling

Old Business:

- Completed the following form:
 - Request for Authorization & Payment of Expenditure
 - Fundraising Revenue/ Expense Statement
 - Planning Statement for Senior Graduation Meeting

New Business:

Prom Proposal 2025:

- Jefferson's Mansion Wedgwood Wedding at Benicia
- Theme: Gatsby
- ~~April 19, 2025 (Saturday)~~ *May 3rd*
 - Start 4:00pm
- Total Guest: 200 capacity for the venue
- Price:
 - Total maximum: \$19,711.42
 - Not including DJ, photo booth, and decorations
 - 50% deposit
 - 100 guest is around \$13,868.23
- Proposal expires Jan 13, 2025

Committee Reports:

Treasurer's Report:

The following expenditures were approved by administration:

- N/A

The following new expenditures were submitted:

Club Secretary: Alexabelle Panugaling Date: 12/16/2024

Club Advisor: Alena Mandel Date: 12/16/2024__

Attendance:

Leif Scallin	President	<i>Leif Scallin</i>
Alexis Marin	Vice President	<i>Alexis Marin</i>
Niki	Secretary	
Alexabelle Panugaling	Treasurer	<i>Alexabelle Pan</i>
Emily Hernandez	Student Rep.	<i>Emily Hernandez</i>