

PO# 240480 JUL 05 2023

JUN 29 2023



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 688-8080
**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

SUPERINTENDENT
MDUSD

THIS AGREEMENT is made this 20 day of June 2023, by and between the Mt. Diablo Unified School District (hereinafter "District") and Family Purpose Corporation, Monique Turne hereinafter "Contractor").

RECITALS

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

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

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

AGREEMENT

1. **Performance of Services.**
 - (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the Services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
 - (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are performed.
2. **Compensation.** District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED &** 398,000.00.
The basis of the fee for Services shall be as follows:

District staff to check the applicable box.

\$ _____ per hour \$ _____ per day **Exhibit A** per engagement

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

(a) 01 - 0930 - 1110 - 1000 - 09300 - 000 - 519 - 019 - 5800 \$ 25,000.00

(b) 01 - 0930 - 1110 - 1000 - 09300 - 000 - 519 - 019 - 5100 \$ 373,000.00

(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 the applicable box.

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

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on August 10, 2023. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.
- (b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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

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

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel

shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

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

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

District staff to check the applicable box.

(b) **Commercial General Liability (CGL).**

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

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

(c) **Automobile Liability.**

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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

(d) **Workers' Compensation.**

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

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

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.

Limits:

Other:

Initials of the Superintendent or Designee and the General Counsel or Designee, are **REQUIRED** to waive or modify any insurance in this Agreement.

Superintendent or Designee

Date

General Counsel or Designee

Date

- 10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.

- 11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 12. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:
 - i. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

DISTRICT

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

CONTRACTOR

Business Name:	Family Purpose Corporation
Attn:	Monique Turner
Address	301 W 10th Street
City/State/Zip	Antioch, CA 94509
Phone:	(925) 871-9597
Fax:	
Email:	thevillage@familypurpose.org
Tax ID #:	46-2582749

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 # R135590

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

MT. DIABLO UNIFIED SCHOOL DISTRICT Family Purpose Corporation
 Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 6/20/23 By: [Signature]
 Signature of Principal/Budget Administrator Date Signature of Contractor/Consultant Date

Title: Samantha Allen, Director Secondary Support Title: Monique Turner, President
 Print Name and Title Print Name and Title

By: [Signature] 6/26/23
 Signature of District Administrator (if applicable) Date

Title: Jennifer Sachs - Chief, Education
 Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: [Signature] 6/30/23
 Signature of Superintendent or Designee Date

Title: Adam Clark, Superintendent
 Print Name and Title

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

By: [Signature] 6.20.23
 Signature of Originator Date

Title: Alma Healy, Admin. Sec. School Support for Secondary Ed.
 Print Name and Title
MDUSD Wing C, School Support for Secondary Education
 Site/Department Originating this Agreement

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

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

Agreement Term: August 10, 2023 - June 4, 2024

Riverview Middle School
Oak Grove Middle School
Ygnacio Valley High School
Mt. Diablo High School

Description of Services:

Successful Purpose Academy will have (1) facilitator on campus for the full day. Riverview Middle School, Oak Grove Middle School, and Ygnacio Valley High School for 5 days per week and Mt. Diablo High School (3) days per week carrying out the following activities for these schools:

1. Check in with a minimum of 15 students per day.
2. Provide 10-15 check-ins for students in need of SEL Support.
3. Host small groups during lunch and elective classes.
4. Provide mediations when needed (with program students and students sent by admin)
5. Connect and communicate with teacher when needed due to grades, behavior, or missing class.
6. Implement goal setting with students.
7. Facilitate 1:1 check-in with students in need.
8. Correspond with parents and teachers via email and phone to build relationship with all parties involved with program students.
9. Organize classroom circles (Restorative Justice) when needed to work through conflict.
10. Organize peer tutoring for academic success.
11. Create a 4 year plan for all incoming Homeless, foster and African American freshman
12. Create a 4-year plan for all previous Family Purpose students from Oak Grove & Riverview at Mount Diablo & Ygnacio Valley
13. Create College Track Plan for all sophomores in Family Purpose
14. Assist with Hygiene, Food, or clothes when needed for foster & homeless students
15. Create a success plan for all Family Purpose Students
16. Quarterly checking in with all Family Purpose students to assess their Success Plan

Family Purpose Corporation is an organization with a mission to educate, empower, and equip youth while training other stakeholders with tools and strategies to birth possibilities in students. Using a holistic process that combines mentoring, support provision, and teaching on socio-emotional strategies, Family Purpose Corporation will partner with the district to achieve the targets for the 2023-2024 academic year. Monique and Tiffany, the two lead consultants, facilitators, and trainers at Family Purpose, has over a decade of experience working with students, educators and families. Monique and the team at Family Purpose Corporation combine their education, experience, and expertise to deliver quality programming for students, parents, and educators. Family Purpose Corporation's unique approach centers on the principle that 'it takes a village' to help youth succeed produce effective results and has changed and transformed students, parents, and educators.

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

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

Contractor's employees will have **NO CONTACT** or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.
(Reflects changes in the law that limit waivers of fingerprint requirements only those who will have no contact with students. This certification should be required for all contracts, even those where the services will be conducted online).

Contractor's employees will have **contact or interaction** with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may have unsupervised interaction with District pupils during the course and scope of the Agreement is attached hereto.

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

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE

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


CONTRACTOR
By:  6-20-23
Signature of Contractor or Authorized Representative Date
Title: Monique Turner, President
Print Name and Title

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

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

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

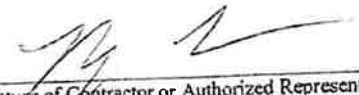
- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract. Alternatively, I certify that I am a sole proprietor, have no employees, and am self-insured. I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By:  6-22-22
Signature of Contractor or Authorized Representative Date
 Title: Montague Turner, President
Print Name and Title

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

EXHIBIT D
DATA PRIVACY ADDENDUM

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

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

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

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

1. **Use.** Contractor shall not use any information in a Student 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.


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.

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By:  _____ Date: 6-28-23
Signature of Contractor Date

Title: Monique Turner, President
Print Name and Title

2135590

JUNE 12, 2023



Successful Purpose Academy

SOCIAL EMOTIONAL
LEARNING SUPPORT /
TIER LEVEL SUPPORT

PROPOSED BY

MDUSD

PROPOSED TO

Mount District

PROGRAM EXECUTIVE SUMMARY

Family Purpose Corporation is an organization with a mission to educate, empower, and equip youth while training other stakeholders with tools and strategies to birth possibilities in students. Using a holistic process that combines **mentoring, support provision, and teaching on socio-emotional strategies**, Family Purpose Corporation will partner with the district to achieve the targets for the 2023-2024 academic year. **Monique and Tiffany**, the two lead consultants, facilitators, and trainers at Family Purpose, has over a decade of experience working with students, educators and families. Monique and the team at Family Purpose Corporation combine their education, experience, and expertise to deliver quality programming for students, parents, and educators. Family Purpose Corporation's unique approach centers on the principle that 'it takes a village' to help youth succeed produce effective results and has changed and transformed students, parents, and educators.

Currently, a major challenge for students is an increase in social and emotional barriers that drastically affect academic achievement, relationship building, and personal development. In the past two years, due to the effect of the pandemic, students are struggling and dealing with various issues ranging from **anxiety & depression, bullying, unhealthy relationships, self-image struggles, stress from unstable family life, lack of emotional control, and lack of ideal role models and mentors** to provide needed support and guidance. There is a huge void of personalized and customized training and support to aid students, teachers, parents and other affected stakeholders in helping student overcome the challenges they face on a daily basis. If this void is not dealt with appropriately, it will lead to the escalation of other risk factors that derails and deter students from reaching their highest potentials. Therefore, the Successful Purpose Academy was created with the **goal** of "addressing the social emotional, and cultural needs of students, teachers, and parents."

Our curriculum STOP is customizable to the need of the district to ensure every stakeholder needs are met. To support the district in reaching the goals of increasing students' social emotional awareness, reduce suspension, increase academic performance, and , equip students as well as other stakeholders with tools and strategies to handle the stress and challenges that affect students and will arise during the academic year.

Family Purpose Corporation has defined three main objectives:

Objective 1: By the end of 2023-24 academic year, MDUSD will see between 2%-4% decrease in students 'Absence Rate' & 'Suspension' as compare to 2022-23 school year monthly average.

Objective 2: By the end of 2023-24 academic year, there will be increase in parent contact, connection, and engagement that will boost a positive school culture, and community.

Objective 3: By the end of 2023-24 academic year, there will be increase in healthy relationship between educators, parents, and students. We will work with all stakeholders who are essential to the student's success to leverage wrap-around services, such as one-on-one sessions as well as small group sessions with students, educators training on class management, educators case consultation, parent reorientation and engagement.

CHALLENGES/NEEDS

Student Wellness & Academic Achievement:

Our homeless, foster, and African American students with low test scores who are in schools and classrooms that are disproportionately made up of students with similar academic struggles face a number of challenges that can significantly impact their educational experience. In addition to academic challenges, they may also face social and emotional difficulties due to issues with their peers and their way of living. In addition to academic challenges, students in MDUSD face social and emotional difficulties. This may come from the pandemic, or environment, or way of living. This can create additional obstacles to their success in school. They struggle to fit in with their peers, which have led to feelings of loneliness and isolation. This has led to behavioral problems or poor mental health outcomes. To address this problem we provide our students in the Successful Purpose Academy with the resources and support they need to manage their emotions and reactions to make healthy choices. By addressing these issues, we can help to create an educational system that supports the success of all students, regardless of their academic background or social circumstances.

PROGRAM OVERVIEW

The **Successful Purpose Academy** aims to address MDUSD Students' social, emotional, and cultural needs through peaceful dialogue and other social emotional strategies. By providing **African American, Homeless, and Foster students** with the tools needed to address their social emotional needs through the lens of equity using emotional intelligence practices. We believe that educational opportunity is a right of our youth. We know that the long-term prospects of our city hinge upon our ability to educate tomorrow's leaders from Pre-Kindergarten through twelfth grade. Our students must have access to an education that enhances their potential and propels them to be successful in their own way. This means infusing socio-emotional learning and active and involved engagement in the lives of students to reduce barriers to being successful. Our programming is unique to each school's needs. Just like there are no two students alike there are no two schools alike and Family Purpose aims high to provide an authentic approach using our STOP Framework.

Program at No Additional Cost: (Pilot Program)

The AAA Academy (Advocacy, Academics & Accountability) Our primary objective is to equip students with the skills and knowledge necessary to succeed in college. We achieve this by employing a range of strategies that include college prep, goal setting, one-on-one sessions, small group instruction, college tours, SAT preparation, and parent engagement. Data shows that African American, homeless, and foster students often lack access to the resources and support needed to prepare for college until their senior year, due to various challenges such as behavioral issues, challenging living conditions, environment, lack of motivation, academics, and lack of guidance. At AAA Academy, we take a holistic approach to addressing these challenges by providing a supportive community environment that leverages our STOP Framework to help students overcome past and current barriers to success.

PROGRAM APPROACH

Successful Purpose boasts a year-round, enrichment program which provides access to social emotional tools (group and one on one as needed), training and a support network of peers and faculty. Students will be provided with mentorship and advisement on academics and conflict resolution to meet their behavioral goals as they navigate through secondary school. Successful Purpose will maintain a caseload of at least 20-30 new students throughout the year and program participants will be selected on a referral basis. Teachers will be able to send students in for a 10 minute reflection without them being a Successful Purpose participant. The sub-programs under the Successful Purpose Program that will be offered to students, teachers, and parents include:

- **One on one sessions:** Facilitators from the Successful Purpose program will meet with students as needed via one-on-one to address individual concerns and provide mentorship and guidance. Successful Purpose will meet with no less than 15 students per day and create personalized roadmaps to track milestones and ensure success.
- **Emotional Intelligence & Equity Training For Staff and Parents :** Monique will provide specialized training for educators and parents to build community and close the relationship gap that may have divided these stakeholders before. Training will be interactive, engaging and will be centered on promoting empathy, increasing positive student-teacher interaction, and emotional awareness.
- **Classroom Circles:** Successful Purpose facilitators will occasionally sit in on classes to support both students and teachers - ensuring participation and respectful interactions. Classroom circles (or group session held with specific classrooms) will cover various topics to help build community via open dialogue. Group topics will be based on student and teacher needs and may consist of: "Emotional Intelligence, Temperament Theory, Accountability, Problem Solving, Self Confidence, Peer Pressure, Bullying, and Social Media Awareness.
- **Teacher and Parent Engagement:** The program will include extensive and regular communication with school faculty and parents (including monthly check-ins to address concerns). This will ensure that we are all on the same page and able to provide students with holistic support.
- **Social Media Day:** Our lead facilitator, Monique will provide (one - 60 minutes) Assembly to middle schools that covers cyber-bullying, exposure, threats, subliminal posts. These four themes will be thoroughly addressed. Monique will provide practical ways and strategies to manage emotions and reactions if and when these issues occur through the lens of emotional intelligence
- **Small Groups:** Research shows the power of small peer groups in helping students process and express themselves in a safe setting. Family Purpose will facilitate small groups where students express themselves through improvisation skits and strategies. They will learn how to address conflict, activate self-love, reduce the stress and threat of bullying, use social media as a tool for self-expression and discovery, and learn how to overcome social - emotional barriers.
- **AAA Program Accountability, Academics and Advocacy:** Tiffany Turner, our lead facilitator collaborates closely with educators, students and parents to promote college as a viable option for our black and brown students. Through targeted outreach and engagement, Tiffany works to provide students with the information, resources and support they need to pursue higher education and achieve their academic and career goals.

PROJECTED OUTCOMES

Students who participate in the Successful Purpose program will be on track to becoming emotionally competent and fully responsible young adults who will be assets to their families, the school community, the society, and the younger generations. As a result of Successful Purpose Academy, MDUSD will see the following improvement in program students:

- **Reduction in Absence Rate:** a 2%-4% decrease in "Absence Rate" when comparing their 2022-23 end of the school year monthly average to the Fall semester.
- **Reduction in Suspension:** A 2% decrease in student suspension when compared to the monthly average during the 2022-23 end of the school year.
- **Alternate Consequences Options:** Increase alternate consequences in lieu of suspension for the year.
- **Increase Parent Engagement:** Increase in parent contact to build a positive school culture and community.
- **Increase in Positive Relationship & Collaboration Among Stakeholders:** Increase in healthy relationships between educators, parents and students

To achieve the goals and objectives stated above, Monique Turner will provide additional support for educators. The segments below include the objectives, tasks, and deliverables (expected outcomes) that will be provided for the teachers and parents.

(i) Objectives:

- Address teachers social, emotional, and cultural needs through the lens of Equity.
- Provide teachers with tools needed to address the social emotional needs of the students they serve using emotional intelligence practices.
- Work with MDUSD staff to configure a pipeline that works for the parents, students and educators.
- Build a communication system with staff and parents to ensure that each student needs have been fulfilled.
- Offer teachers strategies to manage their class and manage their emotions.
- Provide teachers with strategies how to support their emotional superstar students.

(ii) Tasks: Monique Turner will:

- Plan and implement "STOP" (Slowdown, Think about it, Open your mind, Process how to Proceed) .
- Implement strategies using our STOP Emotional Intelligence framework
- Hold five (5) In-Person Keynotes for 30 minute per site during the staff meetings providing opportunities for teachers' small groups breakout sessions to implement ideas, strategies and tools being shared.
- Offer solutions on classroom management during breakout sessions
- Hold zoom sessions 1x per month (1hr) for any concerns
- Provide identified teacher with targeted personal development strategies and tools to close relationship gap, increase student engagement to ensure teacher retention and improve academic success.
- Provide each site with individual/specialized support for teachers identified by admin and student surveys.
- Provide educators and parents with access to a private group for ongoing support.
- Sit in on one (1) class per semester with identified teachers receiving additional support.
- Provide (2) 45 minutes parent training for the 2023-24 school year per site. One for Winter and Spring.

(iii) Deliverables (Expected outcomes):

- Increase in positive (open) communication between teachers, students, and parents.
- Increase in parent contact and engagement to build a positive school culture and community.
- Close the relationship gap between teachers and students.
- Increase student engagement and participation in the classroom.
- Increase in positive behavior and positive interaction with scholars, parents and educators.
- Increase in healthy relationships in and out of school.
- Increase in emotional regulation.
- Increase in social awareness.
- Increase in relationship skills the ability to establish rebuild reinvent release realign and restore healthy supportive relationships.
- Better conflict resolution approaches.
- Increase in positive relationships and emotional connections for students to set positive goals feel and show empathy for others build healthy relationships teacher satisfaction and retention.
- Increase alternate consequences in lieu of suspension by 2%-4% for the 2023-24 school year.
- Decreasing the amount of social media disciplinary actions.
- Provide Professional Development for Educators.
- Data Collection and Analysis.

(iv) Task: Tiffany Turner: By providing comprehensive information and resources, we can empower students to make informed decisions about their future and pursue higher education opportunities align with their goals and interest.

1. Support parents with FASFA application process
2. Support College Application Process
3. Support Personal Statement Process
4. Host an informational Personal Statement Workshop during Fall 2023 for all incoming seniors
5. Oversee the facilitator providing services at each site
6. Host informational workshop on SAT Prep
7. Partner with local college students to come in and present to our students about the college experience
8. Partner with Black College Expo to host a classroom presentation at each school site
9. Support students in finding scholarships to help fund college
10. Work with counselors in implementing an academic plan for student success

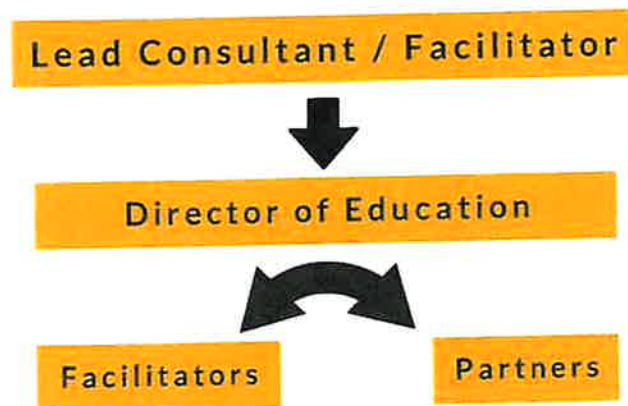
DAY-TO DAY SCHEDULE OF ACTIVITIES

Successful Purpose Academy will have (1) facilitator on campus for the full day. **Riverview Middle, Oak Grove Middle and Ygnacio Valley High (5) days per week and Mount Diablo High (3) Days Per Week** carrying out the following activities:

1. Check in with a minimum of 15 students per day.
2. Provide 10-15 check-ins for students in need of SEL Support.
3. Host small groups during lunch and elective classes.
4. Provide mediations when needed (with program students and students sent by admin)
5. Connect and communicate with teacher when needed due to grades, behavior, or missing class.
6. Implement goal setting with students.
7. Facilitate 1:1 check-in with students in need.
8. Correspond with parents and teachers via email and phone to build relationship with all parties involved with program students.
9. Organize classroom circles (Restorative Justice) when needed to work through conflict.
10. Organize peer tutoring for academic success.

11. Create a 4 year plan for all incoming Homeless, foster and African American freshman
12. Create a 4-year plan for all previous Family Purpose students from Oak Grove & Riverview at Mount Diablo & Ygnacio Valley
13. Create College Track Plan for all sophomores in Family Purpose
14. Assist with Hygiene, Food, or clothes when needed for foster & homeless students
15. Create a success plan for all Family Purpose Students
16. Quarterly checkin ins with all Family Purpose students to assess their Success Plan

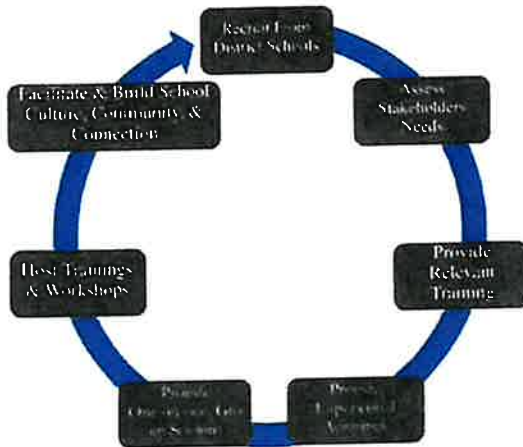
FAMILY PURPOSE CORPORATION STAFFING STRUCTURE



PROGRAM EVALUATION

Family Purpose Corporation will periodically perform program evaluation be it via surveys, focus groups, or through interviewing of stakeholders. The purpose of our evaluation process will enable us to ensure we are on track to achieving all deliverables. At any point in time, we may utilize strategic tools such as **SWOT** - Strengths, Weaknesses, Opportunities, & Threats or **SOAR**- Strengths, Opportunities, Aspirations, & Results to further understand how best to serve the stakeholders.

SUCCESSFUL PURPOSE PROGRAM CYCLE



CONTRACT AGREEMENT & PRICING

As a part of this agreement MUSD will pay Family Purpose a total of \$398,000 for the 2023-24 school year. The services listed above will begin August 10, 2023, and terminate June 4, 2024, with the opportunity to re-negotiate for the 2024-25 school year. Either organization has the right to terminate this contract within thirty days' notice.

Monique Turner

Monique Turner, Family Purpose, Executive Director(Founder)

Date: 06/12/2023

Authorized Signer, Mount Diablo Unified School District (MDUSD)

Date: Juan Saechoy

7/3/2023



301 West 10th Street,
Suite 22 Antioch California,
94509

(925) 871-9597
thevillage@familypurpose.org
<https://familypurpose.org/>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2024

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

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

PRODUCER Diablo Valley Insurance Agency, Inc. 185 Lennon Lane, Suite 200 Walnut Creek, CA 94598 License #: 0C26181	CONTACT NAME: JayMarie Garcia PHONE (A/C, No, Ext): (925)210-1717 E-MAIL ADDRESS: jay@diablovalleyinsurance.com FAX (A/C, No): (925)210-1818
	INSURER(S) AFFORDING COVERAGE
INSURED Family Purpose Corporation 120 Rangewood Dr Pittsburg, CA 94565	INSURER A: Nonprofits' Ins Alliance of Ca INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00009281-195747

REVISION NUMBER: 22

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2024-57572	02/12/2024	02/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2024-57572	02/12/2024	02/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 0			2024-57572-UMB	02/12/2024	02/12/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 FOLLOWING FORM \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4148419	08/04/2022	08/04/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Improper Sexual Cond			2024-57572	02/12/2024	02/12/2025	1,000,000 per occ 3,000,000 aggregate
A	Professional			2024-57572	02/12/2024	02/12/2025	1,000,000 per occ 1,000,000 aggregate

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

Mt. Diablo Unified School District, its officers, elected and appointed officials, employees and volunteers are additional insured per blanket forms attached for grant program. Evidencing Hired and NonOwned Auto, Umbrella and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

Mt. Diablo Unified School District 1936 Carlotta Dr Concord, CA 94519	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 <i>JayMarie Garcia</i> (JMG)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Contract

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

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

However:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

in the performance of your ongoing operations.

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

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

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

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

4. Other Insurance

a. Primary Insurance

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

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

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

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

b. Excess Insurance

This insurance is excess over:

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

c. Methods of Sharing

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

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