

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



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

**THIS AGREEMENT** is made this 1st day of July 2024, by and between the Mt. Diablo Unified School District (hereinafter "District") and Bay Area Community Resources (BACR) (hereinafter "Contractor").

**RECITALS**

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

**WHEREAS**, District is authorized to enter into this Agreement pursuant to *Government Code Section 53060* or *Public Contract Code Section 20111*, or both, as 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 \$** 921,515.00.

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

*District staff to check the applicable box.*  
 \$ N/A per hour      \$ N/A per day      \$ N/A per engagement

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

(a)	01	-	2600	-	1110	-	1000	-	27260	-	000	-	535	-	022	-	5100	\$	40,000.00
(b)	01	-	6010	-	1110	-	1000	-	38710	-	000	-	535	-	022	-	5800	\$	25,000.00
(c)	01	-	6010	-	1110	-	1000	-	38710	-	000	-	535	-	022	-	5100	\$	856,515.00

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

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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 7/1/24 and shall expire on 8/31/24, 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.

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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.

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(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

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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: Bay Area Community Resources (BACR)  
Attn: Don Blasky, CPO  
Address: 171 Carlos Drive, San Rafael, CA 94803  
Phone: 415-755-2311  
Fax: 415-755-2311  
Email: dblasky@bacr.org

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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.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Bay Area Community Resources (BACR)

Company/Organization Name or Independent Contractor/Consultant

By:  6/21/24  
Signature of Principal/Budget Administrator Date

By:  6/21/2024  
Signature of Contractor/Consultant Date

Title: Stephanie Roberts, Director Partnerships & MTSS  
Print Name and Title

Title: Don Blasky / CPO  
Print Name and Title

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

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

**THIS AGREEMENT IS AUTHORIZED AND APPROVED:**

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

Title: Adam Clark, MDUSD Superintendent  
Print Name and Title

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

By:  6/21/24  
Originator's Signature Date

WCC-Educational Services  
Site/Department Originating this Contract

Stephanie Roberts, Director Partnerships & MTSS  
Print Name of Originator and Title

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

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

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

**I. SERVICES**

**A. BACR CARES staff will hire:**

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

**B. These staff members will work in partnership with the Mt. Diablo Unified School District (MDUSD) Expanded Learning Program Coordinator/Administrator to develop, implement, and supervise the CARES Expanded Learning Program (ELP) in MDUSD. BACR will send monthly invoices to MDUSD for the 2024-2025 school year (July 1, 2024 to June 30, 2025). The twenty-three (23) established school sites, and two (2) potentially new to-be-determined school sites, are:**

CARES Program Mt. Diablo Unified School District TK-12 Schools	
<ul style="list-style-type: none"> <li>● Bel Air Elementary</li> <li>● Cambridge Elementary</li> <li>● Delta View Elementary</li> <li>● El Monte Elementary</li> <li>● Fair Oaks Elementary</li> <li>● Gregory Gardens Elementary</li> <li>● Hidden Valley Elementary</li> <li>● Holbrook Language Academy</li> <li>● Meadow Homes Elementary</li> <li>● Monte Gardens Elementary</li> <li>● Rio Vista Elementary</li> <li>● Shore Acres Elementary</li> <li>● Silverwood Elementary</li> <li>● Sun Terrace Elementary</li> </ul>	<ul style="list-style-type: none"> <li>● Westwood Elementary</li> <li>● Woodside Elementary</li> <li>● Wren Avenue Elementary</li> <li>● Ygnacio Valley Elementary</li> <li>● El Dorado Middle</li> <li>● Oak Grove Middle</li> <li>● Riverview Middle (regular program plus Garden Academy)</li> <li>● Mt. Diablo High</li> <li>● Ygnacio Valley High</li> <li>● Potential new CARES location (when staff is supported and prepared to open)</li> <li>● Potential new CARES location (when staff is supported and prepared to open)</li> </ul>

**C. Program Description: Implement CARES Expanded Learning Programs (previously referred to as After School Programs) at twenty-three (23) plus two (2) potentially new to-be-determined schools in the Bay Point, Concord, Martinez, and Pleasant Hill communities. Provide expanded**



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

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

learning opportunities (school year, summer, and intersession programs) that include but are not limited to; enrichment classes, Science/Technology/Engineering/Mathematics (STEM), academic support activities, youth development, tutoring, life skills, sports, gardening, nutrition education, snack/meal distribution, leadership and service projects, work based learning, mentoring programs, ongoing staff development and technical assistance. Additional information outlined in Appendix 1 Agreement.

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

<i>Program employment</i>	BACR	District
Recruiting and selecting Leased BACR Employees for hire	X	
Screening Leased BACR Employees (as defined below), including, without limitations, performing criminal background checks, and fingerprinting	X	
Supervising and training Leased BACR Employees in Program activities	X	
Maintaining Leased BACR Employees' personnel records	X	
Payroll administration for Leased BACR Employees	X	
Recruitment, screening, supervising, training, personal records, and payroll administration of MDUSD Expanded Learning Program MDUSD employees		X
<i>Program and student activities</i>	BACR	District
Conducting Program announcements and promotions		X
Maintaining files and records of Program students		X
Maintain student enrollment and participation in CARES Expanded Learning Programs via 6crickets.	X	
Setting Program curriculum		X
Addressing student disciplinary concerns at the school based expanded learning program per MDUSD protocols	X	
Addressing program student disciplinary concerns beyond the school-based program		X

**EXHIBIT A**  
**DESCRIPTION OF SERVICES, TIMELINES,  
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Selecting, hiring, and supervising Independent contractor(s)		X
Overseeing accounting/bookkeeping for Program		X
Providing non-transportation equipment and supplies for use in the Program		X
Providing facilities for the Program		X
Providing transportation (buses, etc.) for the Program		X
Ensuring CARES Expanded Learning Program compliance with local, state, and federal law (including, without limitation, the Americans with Disabilities Act)	X	
Ensuring district compliance with local, state, and federal law (including, without limitation, the Americans with Disabilities Act)		X
<b><i>Program reporting</i></b>	<b>BACR</b>	<b>District</b>
Responsible for reports for grant and expanded learning program funds		X
Provide input and participation and staffing data to assist district staff in completion of expanded learning program reports	X	
<b><i>Fiscal expenses, invoicing, and reporting</i></b>	<b>BACR</b>	<b>District</b>
Provide a monthly detailed account with back up documents (invoice orders, salary calculations, etc.) of all expenses to MDUSD for reimbursement which includes: staffing, supplies, materials, and conferences. All dollars must be accounted for in each monthly invoice. No technology will be purchased as part of this contract.	X	
Quarterly meet with the Director of Partnerships & MTSS, CARES Expanded Learning Coordinator/Administrator, and the BACR Associate Director, CBO, and Fiscal staff to review contract agreement and expenses.	X	
MDUSD will approve all invoices and payments to BACR after review of expenses aligned to the Expanded Learning Opportunity Program (ELOP) Plan and MDUSD Board approved BACR independent service contract.		X

**EXHIBIT A**

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

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

**II. FEES**

**Attached budget. The only allowable fees are salaries and fringe. In no event shall the Contractor expended funds on supplies, materials, technology, or professional development.**

All expenses will be listed separately on submitted invoice(s). Receipts must be attached for travel, mileage or items purchased. Reimbursements must be reasonable, must comply with the Board Policy, may not exceed the U.S. General Service Administration rates, and are subject to approval by the District.

**Protocols:**

- 1) **Invoices must include all of the following: invoice date, Contract Purchase Order #, dates of service, detailed description of service, payment rate, total payment due, remit to address, Consultant name, and contact information.**
- 2) **Costs:** Must correlate payment to Contractor with provision of Services detailed herein. The breakdown should list separately and in detail the rates pay, charges and expenses. A 5% Administrative costs will be included in the budget. No additional indirect fees/charges, overhead costs and reference to insurance costs are allowed.
- 3) **Compensation.** The Contractor's fee set forth in this Agreement shall be full compensation for all of Contractor's Services incurred in its performance of the services set forth herein. **The fee is not to exceed amount and is not a guarantee of total payment, as payment is owed only for Services rendered.** All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and are subject to approval of the District. The fee shall be paid as indicated and the rate of pay shall not be changed for the Term of the Agreement. For any rates or pricing shall remain fixed for the Term of the Agreement.
- 4) **Method of Payment:** Contractor shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the Procurement Department. Contractor shall submit invoices to the District via the District's authorized representative referenced in the Notices.
  - a) Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

**III. Additional Provisions**

**A. AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION:**

1. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement.

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

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

2. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment.
3. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.
4. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**B. DISALLOWANCE**

1. If Contractor claims or receives payment from the District for a service that is later disallowed by the United States Government, State of California or any other grantors, Contractor shall promptly refund the disallowed amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement.
2. Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Contractor acknowledges that this certification of eligibility to receive federal or state funds is a material term of this Agreement.

- C. **SUBMITTING FALSE CLAIMS, MONETARY PENALTIES**: Contractor agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq.*), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.

- D. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**: No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District.

- E. **AUDIT AND INSPECTION OF RECORDS**: Contractor agrees to maintain and to permit the District to audit, examine and make copies of excerpts and transcripts of all records, including without limitation accurate accounting books and records, invoices, timesheets, documents, reports, student records, payroll and personnel records and other materials and data

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

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

related to Contractor's performance of this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such records and data in an accessible location and condition for a period of not less than five (5) years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

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2-Month Contract July 1, 2024-August 31, 2024					MDUSD EXPANDED LEARNING PROGRAM BUDGET 2024				
School: Bel Air # student 250									
Grant		add students		new amount		staff			
		129	21	150	7				
# of Staff	Pay Rate	# Weeks	Hrs/Week	Total Pay	Fringe (25% of "Total Pay")	Total Salary + Fringe	Allocation per site		
Summer									
Rec. Staff	6	21.5		\$0.00	\$0.00				
Assistant PC	1	25		\$0.00	\$0.00				
Coordinator	1	30.5		\$0.00	\$0.00				
				Total	\$0.00	\$0.00	\$0.00 Summer Total		
School Year									
Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75			
Assistant PC	1	25	6	25	\$3,750.00	\$937.50			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
				Total	\$28,845.00	\$7,211.25	\$36,056.25 School Year \$39,607		
School: Cambridge # students 198									
Grant		add students		new amount		staff			
		198	0	0	10				
# of Staff	Pay Rate	# Weeks	Hrs/Week	Total Pay	Fringe (25% of "Total Pay")	Total Salary + Fringe	Allocation per site		
Summer									
Rec. Staff	10	21.5		\$0.00	\$0.00				
Assistant PC	1	25		\$0.00	\$0.00				
Coordinator	1	30.5		\$0.00	\$0.00				
				Total	\$0.00	\$0.00	\$0.00 Total		
School Year									
Rec. Staff	10	21.5	5	22	\$23,650.00	\$5,912.50			
Assistant PC	1	25	6	25	\$3,750.00	\$937.50			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
				Total	\$35,940.00	\$8,985.00	\$44,925.00 Total \$48,476		
School: Delta View # of students 150									
Grant		add students		new amount		staff			
		144	6	150	7				
# of Staff	Pay Rate	# Weeks	Hrs/Week	Total Pay	Fringe (25% of "Total Pay")	Total Salary + Fringe	Allocation per site		
Summer									
Rec. Staff	5	21.5		\$0.00	\$0.00				
Assistant PC	1	25		\$0.00	\$0.00				
Coordinator	1	30.5		\$0.00	\$0.00				
				Total	\$0.00	\$0.00	\$0.00 Total		
School Year									
Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75			
Assistant PC	1	25	6	22	\$3,300.00	\$825.00			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
				Total	\$28,395.00	\$7,098.75	\$35,493.75 Total \$39,045		
School: El Monte 150									
Grant		add students		new amount		staff			
		84	66	150	7				
# of Staff	Pay Rate	# Weeks	Hrs/Week	Total Pay	Fringe (25% of "Total Pay")	Total Salary + Fringe	Allocation per site		
Summer									
Rec. Staff	3	21.5		\$0.00	\$0.00				
Assistant PC	1	25		\$0.00	\$0.00				
Coordinator	1	30.5		\$0.00	\$0.00				
				Total	\$0.00	\$0.00	\$0.00 Total		
School Year									
Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75			
Assistant PC	1	25	6	22	\$3,300.00	\$825.00			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
				Total	\$28,395.00	\$7,098.75	\$35,493.75 Total \$39,045		
School: Two Oaks 150									
Grant		add students		new amount		staff			
		114	36	150	7				
# of Staff	Pay Rate	# Weeks	Hrs/Week	Total Pay	Fringe (25% of "Total Pay")	Total Salary + Fringe	Allocation per site		
Summer									
Rec. Staff	4	21.5		\$0.00	\$0.00				
Assistant PC	1	25		\$0.00	\$0.00				
Coordinator	1	30.5		\$0.00	\$0.00				
				Total	\$0.00	\$0.00	\$0.00 Total		
School Year									
				Total	\$0.00	\$0.00	\$0.00 Total		

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Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75		
Assistant PC	1	25	6	22	\$3,300.00	\$825.00		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			<b>Total</b>		<b>\$28,395.00</b>	<b>\$7,098.75</b>	<b>\$35,493.75</b>	<b>Total \$39,045</b>
School: Hollbrook 109								
	100		100	5				
	<b># Staff</b>	<b>Pay Rate</b>	<b># Weeks</b>	<b>Hrs/Week</b>			<b>Total Salary + Fringe</b>	
	Summer							
Rec. Staff	4	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
	School Year					\$0.00		
Rec. Staff	5	21.5	5	22	\$11,825.00	\$2,956.25		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			<b>Total</b>		<b>\$24,115.00</b>	<b>\$6,028.75</b>	<b>\$30,143.75</b>	<b>Total \$33,685</b>
School: Meadow Haven 181								
	Grant-181		add students-0	staff-10				
	<b># Staff</b>	<b>Pay Rate</b>	<b># Weeks</b>	<b>Hrs/Week</b>			<b>Total Salary + Fringe</b>	
	Summer							
Rec. Staff	10	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
	School Year					\$0.00		
Rec. Staff	10	21.5	5	22	\$23,650.00	\$5,912.50		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			<b>Total</b>		<b>\$35,940.00</b>	<b>\$8,985.00</b>	<b>\$44,925.00</b>	<b>Total \$48,476</b>
School: Rio Vista 150								
	Grant		add students: new amount	staff				
	139		11	150	7			
	<b># Staff</b>	<b>Pay Rate</b>	<b># Weeks</b>	<b>Hrs/Week</b>			<b>Total Salary + Fringe</b>	
	Summer							
Rec. Staff	4	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
	School Year					\$0.00		
Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75		
Assistant PC	1	25	6	22	\$3,300.00	\$825.00		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			<b>Total</b>		<b>\$28,395.00</b>	<b>\$7,098.75</b>	<b>\$35,493.75</b>	<b>Total \$39,045</b>
School: Shore Acres 175								
	Grant		add students: new amount	staff				
	167		8	175	8			
	<b># Staff</b>	<b>Pay Rate</b>	<b># Weeks</b>	<b>Hrs/Week</b>			<b>Total Salary + Fringe</b>	
	Summer							
Rec. Staff	8	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
	School Year					\$0.00		
Rec. Staff	8	21.5	5	22	\$18,920.00	\$4,730.00		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			<b>Total</b>		<b>\$31,210.00</b>	<b>\$7,802.50</b>	<b>\$39,012.50</b>	<b>Total \$42,564</b>
School: Sun Terrace 168								
	Grant		add students: new amount	staff				
	140		20	160	8			
	<b># Staff</b>	<b>Pay Rate</b>	<b># Weeks</b>	<b>Hrs/Week</b>			<b>Total Salary + Fringe</b>	
	Summer							
Rec. Staff	5	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
	School Year					\$0.00		

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Rec. Staff	8	21.5	5	22	\$18,920.00	\$4,730.00		
Assistant PC	1	25	6	22	\$3,300.00	\$825.00		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			<b>Total</b>		<b>\$30,760.00</b>	<b>\$7,690.00</b>	<b>\$38,450.00</b>	<b>\$42,001</b>

School: Wren Ave 150									
Grant	add students	new amount	staff						
	144	6	150	7					
# Staff	Pay Rate	# Weeks	Hrs/Week					Total Salary + Fringe	
<b>Summer</b>									
Rec. Staff	5	21.5			\$0.00	\$0.00			
Assistant PC	1	25			\$0.00	\$0.00			
Coordinator	1	30.5			\$0.00	\$0.00			
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>									
Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75			
Assistant PC	1	25	6	22	\$3,300.00	\$825.00			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
			<b>Total</b>		<b>\$28,395.00</b>	<b>\$7,098.75</b>		<b>\$35,493.75</b>	<b>Total</b>

School: Westwood 100									
ada	add students	new amount	staff						
	100		100	5					
# Staff	Pay Rate	# Weeks	Hrs/Week					Total Salary + Fringe	
<b>Summer</b>									
Rec. Staff	4	21.5			\$0.00	\$0.00			
Assistant PC	1	25			\$0.00	\$0.00			
Coordinator	1	30.5			\$0.00	\$0.00			
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>									
Rec. Staff	5	21.5	5	22	\$11,825.00	\$2,956.25			
Assistant PC	1	25	6	25	\$3,750.00	\$937.50			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
			<b>Total</b>		<b>\$24,115.00</b>	<b>\$6,028.75</b>		<b>\$30,143.75</b>	<b>Total</b>

School: Ignacio Valley Elem 150									
Grant	add students	new amount	staff						
	128	22	150	7					
# Staff	Pay Rate	# Weeks	Hrs/Week					Total Salary + Fringe	
<b>Summer</b>									
Rec. Staff	5	21.5			\$0.00	\$0.00			
Assistant PC	1	25			\$0.00	\$0.00			
Coordinator	1	30.5			\$0.00	\$0.00			
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>									
Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75			
Assistant PC	1	25	6	22	\$3,300.00	\$825.00			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
			<b>Total</b>		<b>\$28,395.00</b>	<b>\$7,098.75</b>		<b>\$35,493.75</b>	<b>Total</b>

School: Gregory Gardens 100									
ada	add students	new amount	staff						
	100		100	5					
# Staff	Pay Rate	# Weeks	Hrs/Week					Total Salary + Fringe	
<b>Summer</b>									
Rec. Staff	4	21.5			\$0.00	\$0.00			
Assistant PC	1	25			\$0.00	\$0.00			
Coordinator	1	30.5			\$0.00	\$0.00			
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>									
Rec. Staff	5	21.5	5	22	\$11,825.00	\$2,956.25			
Assistant PC	1	25	6	25	\$3,750.00	\$937.50			
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00			
			<b>Total</b>		<b>\$24,115.00</b>	<b>\$6,028.75</b>		<b>\$30,143.75</b>	<b>Total</b>

School: Hidden Valley 100									
ada	add students	new amount	staff						
	100		100	5					
# Staff	Pay Rate	# Weeks	Hrs/Week					Total Salary + Fringe	
<b>Summer</b>									
Rec. Staff	4	21.5			\$0.00	\$0.00			
Assistant PC	1	25			\$0.00	\$0.00			
Coordinator	1	30.5			\$0.00	\$0.00			
			<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>Total</b>



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School Year	5	21.5	5	22	\$11,825.00	\$0.00		
Rec. Staff						\$2,956.25		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
				<b>Total</b>	<b>\$24,115.00</b>	<b>\$6,028.75</b>	<b>\$30,143.75</b>	<b>Total</b>
								<b>\$33,695</b>

School Monte Gardens 100

ada	add students	new amount	staff					
	100		100	\$				
# Staff	Pay Rate	# Weeks	Hrs/Week					
<b>Summer</b>								
Rec. Staff	4	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
				<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>								
Rec. Staff	5	21.5	5	22	\$11,825.00	\$2,956.25		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
				<b>Total</b>	<b>\$24,115.00</b>	<b>\$6,028.75</b>	<b>\$30,143.75</b>	<b>Total</b>
								<b>\$33,695</b>

School Silverwood 100

ada	add students	new amount	staff					
	100		100	\$				
# Staff	Pay Rate	# Weeks	Hrs/Week					
<b>Summer</b>								
Rec. Staff	4	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
				<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>								
Rec. Staff	5	21.5	5	22	\$11,825.00	\$2,956.25		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
				<b>Total</b>	<b>\$24,115.00</b>	<b>\$6,028.75</b>	<b>\$30,143.75</b>	<b>Total</b>
								<b>\$33,695</b>

School Woodside 100

ada	add students	new amount	staff					
	100		100	\$				
# Staff	Pay Rate	# Weeks	Hrs/Week					
<b>Summer</b>								
Rec. Staff	4	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
				<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>								
Rec. Staff	5	21.5	5	22	\$11,825.00	\$2,956.25		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
				<b>Total</b>	<b>\$24,115.00</b>	<b>\$6,028.75</b>	<b>\$30,143.75</b>	<b>Total</b>
								<b>\$33,695</b>

School El Dorado Middle 140

Grant-115	add students-0	staff-7						
# Staff	Pay Rate	# Weeks	Hrs/Week					
<b>Summer</b>								
Rec. Staff	7	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
				<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>								
Rec. Staff	7	21.5	5	22	\$16,555.00	\$4,138.75		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
				<b>Total</b>	<b>\$28,845.00</b>	<b>\$7,211.25</b>	<b>\$36,056.25</b>	<b>Total</b>
								<b>\$39,607</b>

School Oak Grove Middle 115

Grant-115	add students-0	staff-6						
# Staff	Pay Rate	# Weeks	Hrs/Week					
<b>Summer</b>								
Rec. Staff	6	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
				<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>
<b>School Year</b>								
Rec. Staff	6	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
				<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>

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Rec. Staff	6	21.5	5	22	\$14,190.00	\$3,547.50		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			Total		\$26,480.00	\$6,620.00	\$33,100.00	Total \$36,651
School: Riverview Middle 115								
Grant-115	add students-0		staff-6					
# Staff	Pay Rate	# Weeks	Hrs/Week				Total Salary + Fringe	
Summer								
Rec. Staff	6	21.5			\$0.00	\$0.00		
Assistant PC	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			Total		\$0.00	\$0.00	\$0.00	Total
School Year								
Rec. Staff	6	21.5	5	22	\$14,190.00	\$3,547.50		
Assistant PC	1	25	6	25	\$3,750.00	\$937.50		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			Total		\$26,480.00	\$6,620.00	\$33,100.00	Total \$36,651
School: Mt Diablo High 102								
102								
# Staff	Pay Rate	# days	Hrs/Day				Total Salary + Fringe	
Summer								
Program Lead	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			Total		\$0.00	\$0.00	\$0.00	Total
School Year								
Program Lead	1	25	6	22	\$3,300.00	\$825.00		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			Total		\$11,840.00	\$2,960.00	\$14,800.00	Total \$18,351
School: Yorba Linda High School 121								
131								
# Staff	Pay Rate	# days	Hrs/Day				Total Salary + Fringe	
Summer								
Program Lead	1	25			\$0.00	\$0.00		
Coordinator	1	30.5			\$0.00	\$0.00		
			Total		\$0.00	\$0.00	\$0.00	Total
School Year								
Program Lead	1	25	6	22	\$3,300.00	\$825.00		
Coordinator	1	30.5	7	40	\$8,540.00	\$2,135.00		
			Total		\$11,840.00	\$2,960.00	\$14,800.00	Total \$18,351
School: Garden 118								
# Staff	Pay Rate	# Weeks	Hrs/Week				Total Salary + Fringe	
Fiscal School Year								
Garden Educator I (Kathy Davis)	1	33.5	7	40	\$9,380.00	\$2,345.00		
Garden Educator Ass't Coordinator	1	31	7	40	\$8,680.00	\$2,170.00		
Program Leads	4	21.5	6	22	\$11,352.00	\$2,838.00		
			Total		\$29,412.00	\$7,353.00	\$36,765.00	Total \$40,316
School: Program Manager								
# Staff	Pay Rate	# Weeks	Hrs/Week				Total Salary + Fringe	
Fiscal School Year								
Lead BACR Manager/AD	1	42.50	9	40	\$15,300.00	\$3,825.00	\$19,125.00	
Recreation Manager I	1	37.50	9	40	\$13,500.00	\$3,375.00	\$16,875.00	
Recreation Manager II	1	35.50	9	40	\$12,780.00	\$3,195.00	\$15,975.00	
Recreation Manager II	1	34.00	9	40	\$12,240.00	\$3,060.00	\$15,300.00	
Recreation Manager II	1	32.00	9	40	\$11,520.00	\$2,880.00	\$14,400.00	
			Total		\$65,340.00	\$16,335.00	\$81,675.00	Managers Included above
					\$175,526.75		#REF!	
Total Payroll Cost (salary)					\$702,107.00			
Fringe	25% where applicable				\$ 175,526.75			
Total Program Cost					877,633.75			
Admin Charge 5%					43,881.69			
<b>Total Cost</b>					<b>\$921,515</b>			
*Funding provided by After School Education & Safety (ASES) grant (38710) & Expanded Learning Opportunity Program (ELOP) (27260) funds								
*Cost per student is based on \$289. These costs include staffing only to serve 3400 TK-12 students								
						\$175,526.75	#REF!	
						Total Payroll-Salary and Benefits	\$877,633.71	\$881,185
						manager costs	\$81,675.00	23 \$3,551
							sites	
						(Administrative charge is not paid by ASES funding)		
						\$877,633.75		

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**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 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Don Blasky*  
*Don Blasky*  
*Chief Program office*  
*6/21/2024*

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**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: Don Blasky

Name: Don Blasky

Title: Chief Program Officer

Date: 6/21/2024

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

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

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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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Don Blasby*  
*Don Blasby*  
*Chief Program Officer*  
*6/21/2024*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2023

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

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


<b>PRODUCER</b> VANTREO Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa CA 95401  License#: 0K07599 BAYAREA-10	<b>CONTACT</b> NAME: Rebecca Chavez PHONE (A/C No. Ext): 707-546-2300 FAX (A/C No.): 707-546-2915 E-MAIL: carls@vantreo.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael CA 94903-2005	<b>INSURER A:</b> State Compensation Insurance Fund - SCIF	35076
	<b>INSURER B:</b> Accredited Specialty Insurance Company	16835
	<b>INSURER C:</b> Philadelphia Insurance Companies	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 1480374201**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (SUBR) (INSR) (WAIV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:	Y	PHPK2573995	7/1/2023	10/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2573995	7/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV <input checked="" type="checkbox"/> RETENTION \$ 0		PHUB871560	7/1/2023	10/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	9233948-2023	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C C B	Abuse Liability Prof Liab (Abuse) Cyber Liability		PHPK2573995 PHPK2573995 2-CIA-CA-17-50112268-00	7/1/2023 7/1/2023 7/1/2023	10/1/2024 10/1/2024 10/1/2024	Aggregate Aggregate Limit 2,000,000 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Crime Liability - PHPK2573995 - Effective 7/1/2023 - 10/01/2024 - Occurrence/AGG \$500,000  
Abuse Liability - PHPK2573995 - Effective 7/1/2023-10/01/2024-Per occurrence limit \$1,000,000  
Mt. Diablo Unified School District is additional insured in regards to general liability per attached form.

<b>CERTIFICATE HOLDER</b>  Mt. Diablo Unified School District 1936 Carlotta Drive Concord CA 94519 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10



Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – Includes Mental Anguish	Included	11
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

1. **Paragraph 1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. **Paragraph 2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

- 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.**d.** is deleted in its entirety and replaced by the following:

- 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

  - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.