

Purchase Requisition # R77075

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

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 2 day of December, by and between the Mt. Diablo Unified School District (hereinafter "District") and Pivot Learning Partners (hereinafter "Contractor").

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

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace 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 with the written approval of the District only.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

\$ 89,250.00 total fee for Services

000 3065 . 36 . 5800
BUDGET CODE

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

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

Check one:

Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.

Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

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

3. Term and Termination. This Agreement will become effective on 12/2/13. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

Purchase Requisition # R77075

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. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

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

CONTRACTOR

Name:	<u>Pivot Learning Partners</u>
Address:	<u>731 Market Street, Ste. 400</u>
	<u>San Francisco, CA 94103</u>
Phone:	<u>415-644-3400</u>
Fax:	<u>415-644-0213</u>
Tax ID #:	<u>943227655</u>

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

11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Purchase Requisition # R77075

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature] 12/5/13
Budget Administrator Date

By: [Signature] 12/5/13
Date

Title: Roxy Lock, Assistant Superintendent

Title: CFO

Authorized by: [Signature] 12/5/13
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Administrator's Signature Date

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

[Signature] 12/5/13
Originator's Signature

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

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

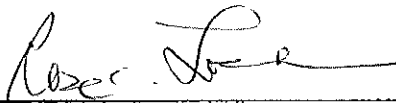
Purchase Requisition # R77075
EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

The responsibilities and commitments will be performed from January 1, 2014 through June 30, 2014.

See attached Contract For Services and Scope of Work from Pivot Learning Partnership for more detailed information.

Services of Contractor arranged by



Signature

Student Achievement and School Support

Department / School



731 Market St, Ste 400 San Francisco, CA 94103
Phone: 415-644-3400 Fax: 415-644-0213

Contract For Services

This contract is made December 2, 2013 between:

Contractor: Pivot Learning Partners having a principal place of business at 731 Market St, Ste 400, San Francisco, CA 94103

Client: Mt. Diablo Unified School District having a principal place of business at 1936 Carlotta Dr, Concord, CA 94519

1. TERMS OF CONTRACT

1.1 The terms of this contract shall be from January 1, 2014 – June 30, 2014

2. SERVICE TO BE PERFORMED BY CONTRACTOR

2.1 **Scope of Work.** will work with Client to provide a combination of professional development and coaching and the use of appropriate tools and strategies designed to build the capacity of both individuals and organizations to use Cycles of Inquiry, establish Professional Learning Communities, implement Best Practices, build the capacity of leaders and create high performing organizations that can improve the quality of teaching, raise student achievement and narrow the achievement gap.

For more details on the scope of work please see the attachment at the end of this contract.

2.2 **Method of Performing Services.** Contractor will assign a team of coaches to provide the services outlined in the scope of work. In addition, Contractor will provide additional staff support and resources as required to meet the needs of the Client.

2.3 **Compensation.** In consideration for the services to be performed by Contractor, the Client agrees to pay Contractor \$89,250 which will be billed monthly as services are rendered once a signed contract is received. Client will provide Contractor with a purchase order to bill against (if required) within 10 days of contract signing.

Additional services and products will be provided on an additional fee for services basis as requested by the Client.

2.4 **Charges.** Contractor attests that such charges are usual and customary and do not exceed the lowest rates charged to other organizations for similar services.

3. INDEPENDENT CONTRACTOR STATUS

3.1 It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of Client. Nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and Client or any employee or agent of Client. Contractor shall retain the right to pursue and perform services for others during the term of this contract. Services are being provided on a time limited basis and are not intended to replace any Client staffing.

4. OBLIGATIONS OF CONTRACTOR

4.1 **Agreement.** Contractor is responsible for the satisfactory completion of the job and is legally obligated to compensate Client for failure to complete the work. As long as the Contract is still being



731 Market St, Ste 400 San Francisco, CA 94103
Phone: 415-644-3400 Fax: 415-644-0213

funded, and the Independent Contractor meets the contractual obligations in a satisfactory manner, Contractor cannot be fired.

4.2 Tools and Instrumentalities. Contractor will supply all training materials. Client will provide the facilities and equipment required to perform the services under this Contract.

4.3 Workers' Compensation. Contractor agrees to provide Workers' Compensation insurance for Contractor's employees and agents and agrees to hold harmless and to indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

4.4 Indemnification of Liability. Contractor shall indemnify and hold Client harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

4.5 State and Federal Taxes. Since Contractor is not a Client employee, Client will not deduct any applicable withholdings from Contractor's invoices. Contractor is responsible for paying all required State and Federal taxes, including, but not limited to Federal and State income taxes, FICA (Social Security), Federal or State unemployment, or disability.

5. GENERAL PROVISIONS

5.1 Assignment. Neither this Contract nor any duties or obligations under this Contract may be assigned by either party without the prior written consent of the other party.

5.2 Cancellation of the contract. In the event of the Contract needs to be canceled, both parties will meet to negotiate a final payment to the Contractor, or refund to the Client. Participant fees are not prorated by attendance and there are no refunds for participant cancellation.

6. APPROVALS

CONTRACTOR:

By: _____
Chris Safford, CFO
Pivot Learning Partners
94-3227655

CLIENT:

Date Approved: 12/5/13

By: Rose Lock

Name: Rose Lock

Title: Asst. Superintendent

By: _____

Name: _____



731 Market Street, 4th floor, San Francisco, CA 94105
Phone: 415-348-5500 Fax: 415-348-1340

Scope of Work

For the Mt. Diablo Unified School District– Pivot Learning Partners Partnership

January 1, 2014-June 30, 2014

This scope of work describes the mutual responsibilities and commitments of Pivot Learning Partners and the Mt. Diablo Unified School District to reach the goals set forth in this document. **The responsibilities and commitments will be performed from January 1, 2014 through June 30, 2014 at a cost of \$89,250.**

- **Overview**

Pivot Learning Partners' Mission:

Pivot Learning seeks to transform schools into vital places to learn and to teach. We work with education leaders in both schools and districts to develop, assess and use the knowledge needed for schools to engage in a systematic and sustainable improvement process.

Pivot Learning Partners' Theory of Action:

Through a combination of professional development and coaching and the use of appropriate tools and strategies, Pivot Learning establishes long-term partnerships with districts to build the capacity of both individuals and organizations to use Cycles of Inquiry, establish Professional Learning Communities, implement Best Practices, and build the capacity of leaders to create high performing organizations, improve the quality of teaching, raise student achievement and narrow the achievement gap.

Goals of this Project

This project seeks to:

- Raise the achievement of students in Mount Diablo Unified School District
- Narrow the opportunity gap
- Build the organizational capacity of Mt. Diablo and teachers within the district to implement the Common Core State Standards and prepare students for 21st Century learning.

Deliverables and Services

- **Plan Implementation:** Pivot Learning shall work with district staff to implement/modify the three year plan for Common Core State Standards as follows:
 - Communication, scheduling, follow-up, and collaboration with Pivot staff
1.5 days



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Phone: 415-348-5500 Fax: 415-348-1340

- **Common Core Implementation Consultants:** Pivot Learning shall provide a team of coach/consultants to support district staff, elementary principals and other school site leaders as follows:
 - Two visits to each elementary schools for 1.5 hours between January and March to visit classrooms and observe learning with the principal and district coach to advise on the implementation of Common Core State Standards Instruction
- **Professional Development:** Pivot Learning and the district shall provide professional development for district and school instructional leaders and teachers as follows:
 - Three Teacher Symposium Days training teacher leaders to provide training for all elementary teachers
 - Six Secondary trainings for teachers of Social Studies
- **Tools:** Pivot Learning will provide Mt. Diablo Unified School District with access to PLP tools including:
 - Common Core State Standards developed materials and intellectual property designed by Pivot Consultants
- **Costs**

Total

\$89,250

- **Commitments by Pivot Learning Partners**

- PLP will designate a Project Lead with responsibility for leading the work described in this document. The Project Lead will have access to the PLP Regional Director and other PLP staff and resources as needed to carry out the work described in this document.
- The PLP Regional Director will be available to the Superintendent in the Partner District to respond to any issues that arise in the carrying out of this project
- Our commitment is to provide the best possible support to our Partner Districts. On a regular basis, Pivot learning partners will solicit formal and informal feedback from participants in PLP programs and from leaders in Partner Districts, and we will use this data and information to improve our work.
- Sensitive matters discussed by school and district staff with Pivot Learning School employees shall be held in strictest confidence.
- As opportunities arise, PLP will invite Partner Districts to partner with PLP in fundraising efforts and/or in program development or R&D efforts.
- Pivot Learning Partners will invite Partner Districts to participate in regional meetings, networks, or other support programs provided by PLP as appropriate to support the work.



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Phone: 415-348-5500 Fax: 415-348-1340

• Commitments by the Client

- The district shall identify at least one instructional leader to work collaboratively with Pivot Learning staff and to function as the district liaison with the PLP Project Lead.
- The superintendent, other district staff, principals and teachers shall make themselves available to the PLP Project Lead as indicated in this plan.
- The superintendent, other appropriate district staff and school principals shall participate in a Quarterly or Triennial Review process. Staff shall be committed to the reciprocal accountability aspect of this review and demonstrate commitment to the very significant role these reviews have in monitoring and adjusting progress toward the district's goals.
- Staff at all levels of the system should be prepared for PLP coaches to challenge them. Coach/consultants will ask probing questions and push district staff to examine their assumptions and mental models, and to clearly articulate their theories of action. District staff should approach this work with open, reflective minds.

• Accountability

Project Management and Accountability: Pivot Learning will establish systems and structures to manage the work including:

- Reports to the Assistant Superintendent of Student Achievement and School Support

• Payment of Services

Instructions: Our policy is to expect the entire contract amount be paid in advance. However, we are open to making other arrangements in cases in which these are required by Board policy or specific circumstances. It is the responsibility of the Project Lead (or other Pivot representative developing this Scope of Work) to come to an agreement about payment schedule and choose from among or modify the paragraphs below to reflect that agreement.

- Option one: Payment of services will be made by the Client at the beginning of the contract.
- Option two: Payment of the services will be made by the Client on a quarterly basis beginning at the signing of the contract.
- Option three: Payment of services will be made by the Client on a monthly basis as services are rendered by Pivot Learning Partners. Client agrees to pay all invoices within 30 days after the receipt of the invoice. Payments not received within 30 days are subject to a 2% surcharge for late payment.



**Mt. Diablo Proposal for CCSS Services
November 2013**

<p><i>CCSS Professional Development Elementary</i></p>	<p><i>3 Teacher Symposium Days 3 presenters and preparation for each day \$10,800 per day X 3 days 3 days in December and 3 days in the spring 2 presenters and preparation (materials presented are the same for all three days which reduces the preparation costs) \$5,400 per day X 6 days</i></p>	<p><i>\$32,400</i></p>
<p><i>CCSS Implementation consultants for Elementary Schools</i></p>	<p><i>1.5 hours visits two times at 29 elementary schools 14.5 days of consultant time, scheduling, preparation, follow-up</i></p>	<p><i>\$32,400</i></p>
<p><i>Consultation and Coordination with the District</i></p>	<p><i>Reports, scheduling, follow-up, Communication, Collaboration, and Pivot Resources with District Office 1.5 days</i></p>	<p><i>\$21,750</i></p>
<p>Total</p>		<p>\$4,500 \$89,250</p>



CERTIFICATE OF LIABILITY INSURANCE

PIVOT-1 OP ID: SR

DATE (MM/DD/YYYY)

11/05/13

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

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

PRODUCER Der Manouel Ins & Fin Svcs Inc Der Manouel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 Justin Pretzer	559-447-4600	CONTACT NAME:	
		PHONE (A/C No. Ext):	FAX (A/C No.):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Non-Profits Ins Alliance of CA	NAIC # 011845
		INSURER B: Employers Compensation Ins Co.	11512
		INSURER C: North American Elite Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		2013-31471-NPO	11/29/13	11/29/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2013-31471-NPO	11/29/13	11/29/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			2013-31471-UMB-NPO	11/29/13	11/29/14	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG146248601	03/28/13	03/28/14	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Serv Prof			2013-31471-NPO	11/29/13	11/29/14	1,000,000 2,000,000
A	Empl Bene Liab			2013-31471-NPO			1,000,000 1,000,000

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

Re: Professional development and coaching services
 Dates: October thru December 31, 2013
 Endorsement Attached CG2026 07/04

CERTIFICATE HOLDER

MTDIA-2

Mt. Diablo Unified School Dist
 1936 Carlotta Drive
 Concord, CA 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Additional Insured Person(s) Or Organizations(s)</p> <p>Mt. Diablo Unified School District, its members, officers, directors, agents, representative, employees and volunteers.</p> <p>Any person or organization that you are required to add as additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.