



**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 11 day of April 2023, by and between the Mt. Diablo Unified School District (hereinafter "District") and Arsenio Baca hereinafter "Contractor").

**RECITALS**

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

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

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

**AGREEMENT**

**1. Performance of Services.**

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

**2. Compensation.** District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED & \$19,950.00**. The basis of the fee for Services shall be as follows:

**District staff to check the applicable box.**

\$ \_\_\_\_\_ per hour       \$ \_\_\_\_\_ per day       \$ 19,950 per engagement

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

- (a) 01 - 9010 - 1110 - 40000 - 39360 - 000 - 358 - 358 - 5800 \$ 9,975.00
- (b) 01 - 0000 - 0000 - 9100 - 07010 - 000 - 338 - 338 - 5800 \$ 9,975.00
- (c) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_

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

Contractor shall submit invoices in accordance with the following schedule:

**District staff to check the applicable box.**

**Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

**Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.

**Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

(a) **Term.** This Agreement will become effective on 4/11/2023. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

(b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

(c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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

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

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

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

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

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

**District staff to check the applicable box.**

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

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

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

(c) **Automobile Liability.**

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

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

(d) **Workers' Compensation.**

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

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

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:	<i>Please accept car ins of \$25,000 bodily injury; /50,000 per accident \$25,000 property damage</i>		
Other: Arsenio Baca is part of LaNeta Murals and is working alone on this project.			
Initials of the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance in this Agreement.			
<i>[Signature]</i>	<i>4/25/23</i>	<i>[Signature]</i>	
Superintendent or Designee	Date	General Counsel or Designee	Date



- 10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor’s right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 12. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:
  - i. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**DISTRICT**

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

**CONTRACTOR**

Business Name:	Arsenio Baca
Attn:	_____
Address	1824 Harding Ct.
City/State/Zip	Concord, CA 94521
Phone:	(925)381-3755
Fax:	_____
Email:	abacaart@gmail.com
Tax ID #:	614-16-7552

14. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of Government Code section 1090 and the Political Reform Act and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
  - (a) Exhibit A – Description of Services, Timelines, and Partial Payment Schedule
  - (b) Exhibit B – Fingerprinting Certification
  - (c) Exhibit C – Workers’ Compensation Certification
  - (d) Exhibit D – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

PURCHASE REQUEST # R134306

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Arsenio Baca

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 4/20/23  
Signature of Principal/Budget Administrator Date

By: [Signature] 4-12-23  
Signature of Contractor/Consultant Date

Title: Kelly Cooper, Principal  
Print Name and Title

Title: Arsenio Baca  
Print Name and Title

By: [Signature]  
Signature of District Administrator (if applicable) Date

Title: Suzantha Allen, Director of Secondary  
Print Name and Title

**THIS AGREEMENT IS AUTHORIZED AND APPROVED:**

By: [Signature] 4/25/23  
Signature of Superintendent or Designee Date

Title: Ken Sachs, Chief of Ed Services  
Print Name and Title

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

By: [Signature] 4/12/23  
Signature of Originator Date

Title: Vivian Sargent  
Print Name and Title

Northridge High School  
Site/Department Originating this Agreement

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

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

**EXHIBIT A**

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

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

THREE SEPARATE MURALS FOR NORTHGATE HIGH SCHOOL ON CAMPUS  
TIMELINE: 2 WEEKS (10-14 DAYS)

PAINT SUPPLIES (SPRAY PAINT, ACRYLIC PAINT, PRIMER, PAINT SUPPLIES) \$985  
PROTECTIVE/ANTI-GRAFFITI COATING \$992  
SCISSOR LIFT RENTAL FOR 1 WEEK \$971  
LABOR / ARTIST FEE \$16,000  
SUBTOTAL \$18948.00

PAYMENT SCHEDULE: 50% DEPOSIT AT START OF PROJECT FOR SUPPLIES AND ARTIST  
FEE. THE REMAINING 50% IS DUE 30 DAYS OF COMPLETION OF PROJECT.



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

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

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


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

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

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

**MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE**

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

**CONTRACTOR**  
By:  4-12-23  
Signature of Contractor or Authorized Representative Date

Title: Arsenio Baca  
Print Name and Title



**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.

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<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.

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

**MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:**

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

**CONTRACTOR**

By: Arsenio Baca  
Signature of Contractor

4-12-23  
Date

Title: Arsenio Baca  
Print Name and Title



R 134306



# ARSENIO BACA

## INVOICE

Mt. Diablo Unified School District  
Date: 3/22/23

925-381-3755  
abacaart@gmail.com

Project Description: Three separate murals on Northgate High School campus  
Projected Timeline: 2 weeks (10-14 days)  
Invoice Number: 03231

1824 Harding Ct.  
Concord, CA 94521

Description	Quantity	Unit Price	Cost
Paint Supplies (spray paint, acrylic paint, primer, paint supplies)	1	\$985.00	\$985.00
Protective/anti-graffiti coating ( 5gal.)	1	\$942.00	\$942.00
Scissor Lift Rental (1 week)	1	\$921.00	\$921.00
Labor/ Artist Fee	1	\$16,000.00	\$16,000.00
Travel Cost	1	\$100.00	\$100.00
		Subtotal	\$18,948.00
		<b>Total</b>	<b>\$18,948.00</b>

Payment schedule: 50% (**\$9474.00**) will be due upon approval and start of project. This payment covers supplies, travel cost, and deposit for artist fee. The remaining 50% will be due within 15 days of completion of the project. \$50 late fee will be added for every week past the 15 days.

Thank you!

Sincerely yours,

Arsenio Baca



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2023

R/34306

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).

<b>PRODUCER</b> KBK Insurance Agency 1006 Freedom Boulevard  Watsonville CA 95076	<b>CONTACT NAME:</b> Priscilla Avalos <b>PHONE (A/C, No, Ext):</b> (831) 724-1085 <b>E-MAIL ADDRESS:</b> priscilla@kbkinsurance.com	<b>FAX (A/C, No):</b> (831) 724-1089
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> La Neta Murals LLC 275 Monroe St  Monterey CA 93940	<b>INSURER A:</b> Gotham Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

NAIC #

25569

**COVERAGES**

CERTIFICATE NUMBER: 2023 (v1)

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL202300015524	4/14/2023	4/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<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						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Mt. Diablo Unified School District, the district, its officers, officials, employees, pupils, and volunteers are named as Additional Insured if required by written contract per the attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

Mt. Diablo Unified School District 1936 Carlotta Dr Concord, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Jorge Fernandez/JORGE
---	--

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN A WRITTEN CONSTRUCTION  
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

R134304

2. "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.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



2134306

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

R134306

COMMERCIAL GENERAL LIABILITY  
CG 24 53 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

R134304

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

R134306

POLICY NUMBER: GL202300015524

COMMERCIAL GENERAL LIABILITY  
GL 0226 1013

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT – CAPPED  
(BLANKET)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Designated Construction Project(s):</b>	
Each single designated construction project for which you are obligated, by written contract, to maintain general liability insurance with a separate per project general aggregate limit. The separate per project general aggregate limit must apply only to that construction project. The contract must be executed prior to the "occurrence" of the "bodily injury" or "property damage".	
<b>Capped Designated Construction Project(s) General Aggregate Limit:</b>	\$ 5,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project(s) General Aggregate Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations of this policy.  
 However, the separate Designated Construction Project(s) General Aggregate Limits(s) are subject to an overall Capped Designated Construction Project(s) General Aggregate Limit in the amount shown in the Schedule above. The Capped Designated Construction Project(s) General Aggregate Limit is the most we will pay for all damages and medical expenses included in the Designated Construction Project(s) General Aggregate Limit(s) for all construction projects combined.
  2. The Designated Construction Project(s) General Aggregate Limit is the most we will pay for the sum of all damages under Section I – Coverage A, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and medical expenses under Section I – Coverage C, and it is the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".



3. Any payments made under Section I – Coverage A for damages or under Section I – Coverage C for medical expenses shall reduce the Designated Construction Project(s) General Aggregate Limit for that designated construction project and the Capped Designated Construction Project(s) General Aggregate Limit. Such payments for damages and medical expenses shall not reduce the General Aggregate Limit shown in the Declarations of the policy nor shall they reduce any other Designated Construction Project(s) General Aggregate Limit for any other designated construction project shown in the Schedule above. However, such payments for damages and medical expenses included in the Designated Construction Project(s) General Aggregate Limit for all construction projects combined will reduce the Capped Designated Construction Project(s) General Aggregate Limit.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations of the policy, such limits will be subject to the applicable Designated Construction Project(s) General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Section I – Coverage A for damages or under Section I – Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project(s) General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project(s) General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the construction project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
- F.** If this endorsement and a Designated Locations(s) General Aggregate Limit Endorsement (either capped or un-capped) issued by us or one of our affiliated companies applies to the same "occurrence", or would have applied to the same "occurrence" but for exhaustion of the applicable aggregate limit, this endorsement shall apply to that "occurrence" and not the Designated Location(s) General Aggregate Limit Endorsement. In no event shall the limits of both endorsements apply to the same "occurrence".

All other terms and conditions of this policy remain unchanged.



# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
11/09/2022

R134306

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.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

<b>PRODUCER</b> GAIL LYNN WILLIAMS, AGENT LIC# 0824114 5041 CLAYTON RD CONCORD CA 94521	<b>CONTACT NAME:</b> JENNA DUNAGAN <b>PHONE (A/C, No, Ext):</b> 925-685-8000 <b>FAX (A/C, No):</b> 925-685-8180 <b>E-MAIL ADDRESS:</b> JENNA.N.DUNAGAN.NZIZ@STATEFARM.COM <b>PRODUCER CUSTOMER ID #:</b> LIC# 0F81351																	
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	25178	INSURER B:			INSURER C:			INSURER D:			INSURER E:	
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INSURER B:																		
INSURER C:																		
INSURER D:																		
INSURER E:																		
<b>INSURED</b>  KRISTEN SEAHOLM 4005 HITCHCOCK RD CONCORD CA 94518																		

### DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2013	CHEVROLET	CRUZE	4DR	1G1PG5SB2D7122032
DESCRIPTION			VEHICLE/EQUIPMENT VALUE	SERIAL NUMBER
			\$	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	VEHICLE LIABILITY	048 3824-F17-05H	11/09/2022	06/17/2023	COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$ 25,000
						BODILY INJURY (Per accident)	\$ 50,000
						PROPERTY DAMAGE	\$ 25,000
		GENERAL LIABILITY				EACH OCCURENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
A	<input checked="" type="checkbox"/>	VEH COLLISION LOSS	048 3824-F17-05H	11/09/2022	06/17/2023	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ 2,000 DED
A	<input checked="" type="checkbox"/>	VEH COMP <input type="checkbox"/> VEH OTC	048 3824-F17-05H	11/09/2022	06/17/2023	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ 2,000 DED
		EQUIPMENT				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL					
A	<input checked="" type="checkbox"/>	MEDICAL PAYMENTS	048 3824-F17-05H	11/09/2022	06/17/2023	PER PERSON	\$5,000

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL COVERED DRIVER: ARSENIO BACA / ADDITIONAL COVERAGE INCLUDED: H; UNINSURED MTRST BI \$25,000/\$50,000; UM - PD.

### ADDITIONAL INTEREST

### CANCELLATION

Select one of the following:

The additional interest described below has been added to the policy(ies) listed herein by policy number(s).

A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: _____ LEASED <input type="checkbox"/> FINANCED <input type="checkbox"/> NAME AND ADDRESS OF ADDITIONAL INTEREST: _____	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 <b>Gail Lynn Williams, Agent</b> Insurance License #0824114 5041 Clayton Road, Concord, CA 94521-3006 Bus 925 585 8000 Fax 925 685 3180 www.gailwilliams.biz	DESCRIPTION OF THE ADDITIONAL INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE LOAN / LEASE NUMBER _____ AUTHORIZED REPRESENTATIVE _____



R134306



BA20220523320

B0910-6811 07/15/2022 12:33 PM Received by California Secretary of State



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only  
**-FILED-**  
File No.: BA20220523320  
Date Filed: 7/15/2022

Entity Details													
Limited Liability Company Name	La Neta Murals LLC												
Entity No.	202250114981												
Formed In	CALIFORNIA												
Street Address of Principal Office of LLC													
Principal Address	1271 TENTH ST. MONTEREY, CA 93940												
Mailing Address of LLC													
Mailing Address	1271 TENTH ST. MONTEREY, CA 93940												
Attention													
Street Address of California Office of LLC													
Street Address of California Office	None												
Manager(s) or Member(s)													
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Baca</td> <td>1824 HARDING CT. CONCORD, CA 94521</td> </tr> <tr> <td><input type="checkbox"/> Poehner</td> <td>275 MONROE ST. MONTEREY, CA 93940</td> </tr> <tr> <td><input type="checkbox"/> Zambrano</td> <td>1179 SAN PABLO CT SEASIDE, CA 93955</td> </tr> <tr> <td><input type="checkbox"/> Sevilla</td> <td>1786 HARDING ST. SEASIDE, CA 93955</td> </tr> <tr> <td><input type="checkbox"/> Hernandez</td> <td>751 LAYNE CT. PALO ALTO, CA 94306</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	<input type="checkbox"/> Baca	1824 HARDING CT. CONCORD, CA 94521	<input type="checkbox"/> Poehner	275 MONROE ST. MONTEREY, CA 93940	<input type="checkbox"/> Zambrano	1179 SAN PABLO CT SEASIDE, CA 93955	<input type="checkbox"/> Sevilla	1786 HARDING ST. SEASIDE, CA 93955	<input type="checkbox"/> Hernandez	751 LAYNE CT. PALO ALTO, CA 94306
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<input type="checkbox"/> Hernandez	751 LAYNE CT. PALO ALTO, CA 94306												
Agent for Service of Process													
California Registered Corporate Agent (1505)	LEGALZOOM.COM, INC. Registered Corporate 1505 Agent												
Type of Business													
Type of Business	Create Murals on interior/ exterior walls												
Email Notifications													
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.												
Chief Executive Officer (CEO)													
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered									
CEO Name	CEO Address												
None Entered													
Labor Judgment													
No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.													

R134306

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Arsenio Baca

Signature

07/15/2022

Date

B0910-6812 07/15/2022 12:33 PM Received by California Secretary of State



# VOLUNTEER WORK/PROJECT REQUEST

Please complete and return this request to Maintenance & Operations at least **30 DAYS PRIOR** to starting date of the planned activity.

**RECEIVED**  
JAN 09 2023  
MDUSD  
Maintenance & Operations

- School/Site: Northgate High School
- Project Sponsor/Organizer: Kelly Cooper / Aresenio Baca (La Neta Murals LLC)  
Contact number: x3500 - Contractor 925-381-3755 Email: cooperk@mdusd.org
- Name of volunteer qualified in the scope of the work: 1
- Please attach:
  - Project scope
  - Materials list to be used
  - Project schedule
  - Site Map with project areas identified
  - Security of site (who is responsible)
  - Gardens: provide a list of plants to be used
- Attach verification that all appropriate and/or all potentially affected community groups, neighbors, businesses, governmental agencies have been contacted and any necessary permits, applications, authorizations secured. Note: Maintenance & Operations is not responsible for securing necessary permits and/or authorizations. Project applicants are solely responsible for securing all approvals and permissions, both formal and informal.
- Dates project will be performed: Start Date: ASAP Finish Date: up to 7 days after start
- How will project be funded? (NOTE: ALL labor must be donated/volunteered) Athletics / Building Improvements ASB account
- Who will be responsible for site security? Site administrators

I request approval to perform this project. Note: Approval limited to dates and scope of work submitted in this application. Work is not to start until project approval is obtained from M & O.  
**VOLUNTEER MUST RECEIVE APPROVAL BY ADMINISTRATOR & ASST. SUPERINTENDENT BEFORE BEING SENT TO M & O.**

Signature [Signature] Date 12/15/22  
(Sponsor/organizer)

Signature [Signature] Date 12/15/22  
(Site Administrator)

Signature [Signature] Date 12/15/22  
(Asst. Superintendent)

[Signature] 12/19/22  
(For Office Use Only)

**Decision of Director of Maintenance & Operations**

Signature [Signature]  
 Approved  Conditions  Denied

**Decision of Volunteer Committee Members:**

Signature \_\_\_\_\_  Approved  Denied

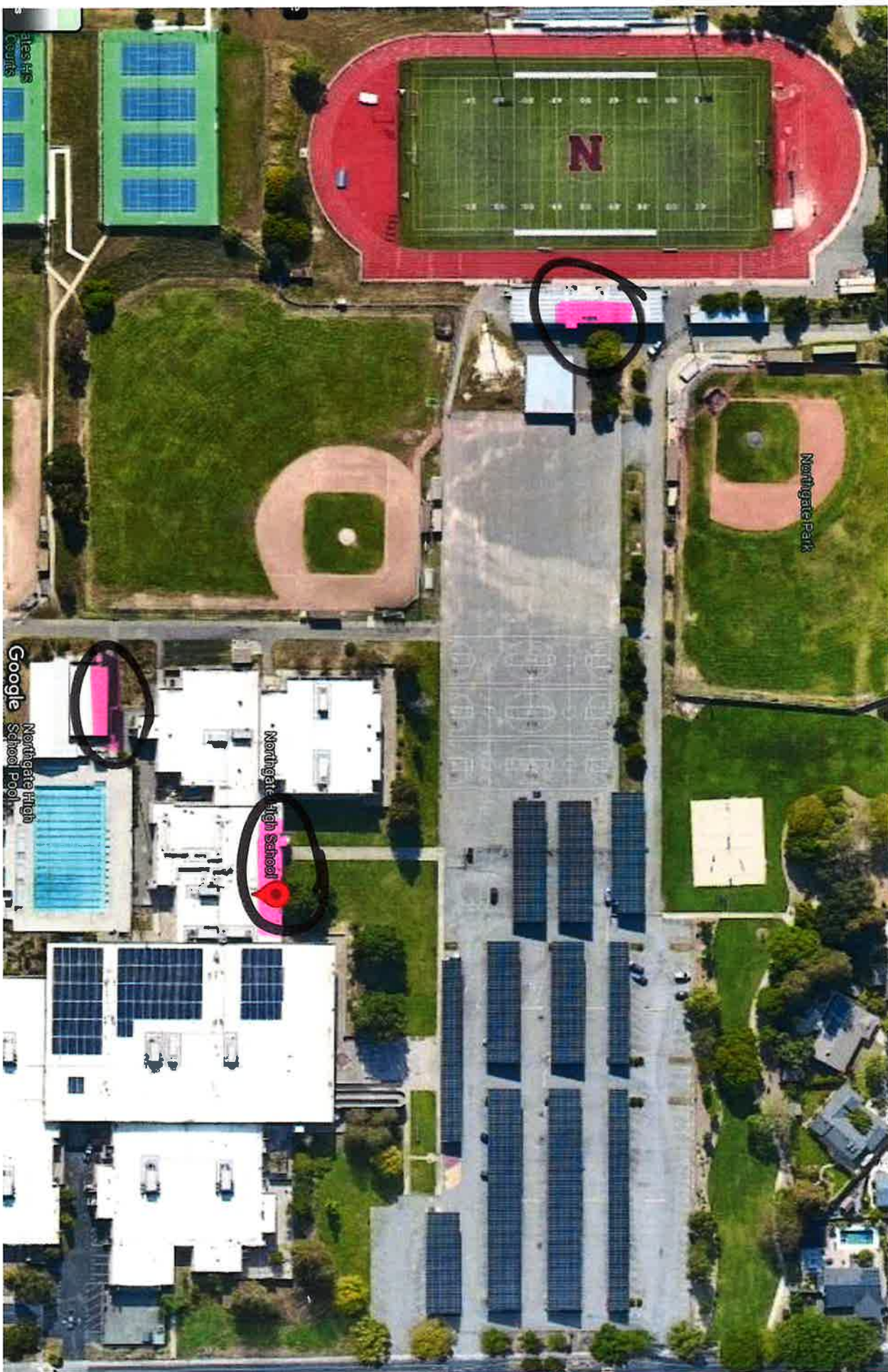
Signature \_\_\_\_\_  Approved  Denied

Signature \_\_\_\_\_  Approved  Denied

Signature \_\_\_\_\_  Approved  Denied



R134306



Also HS Courts

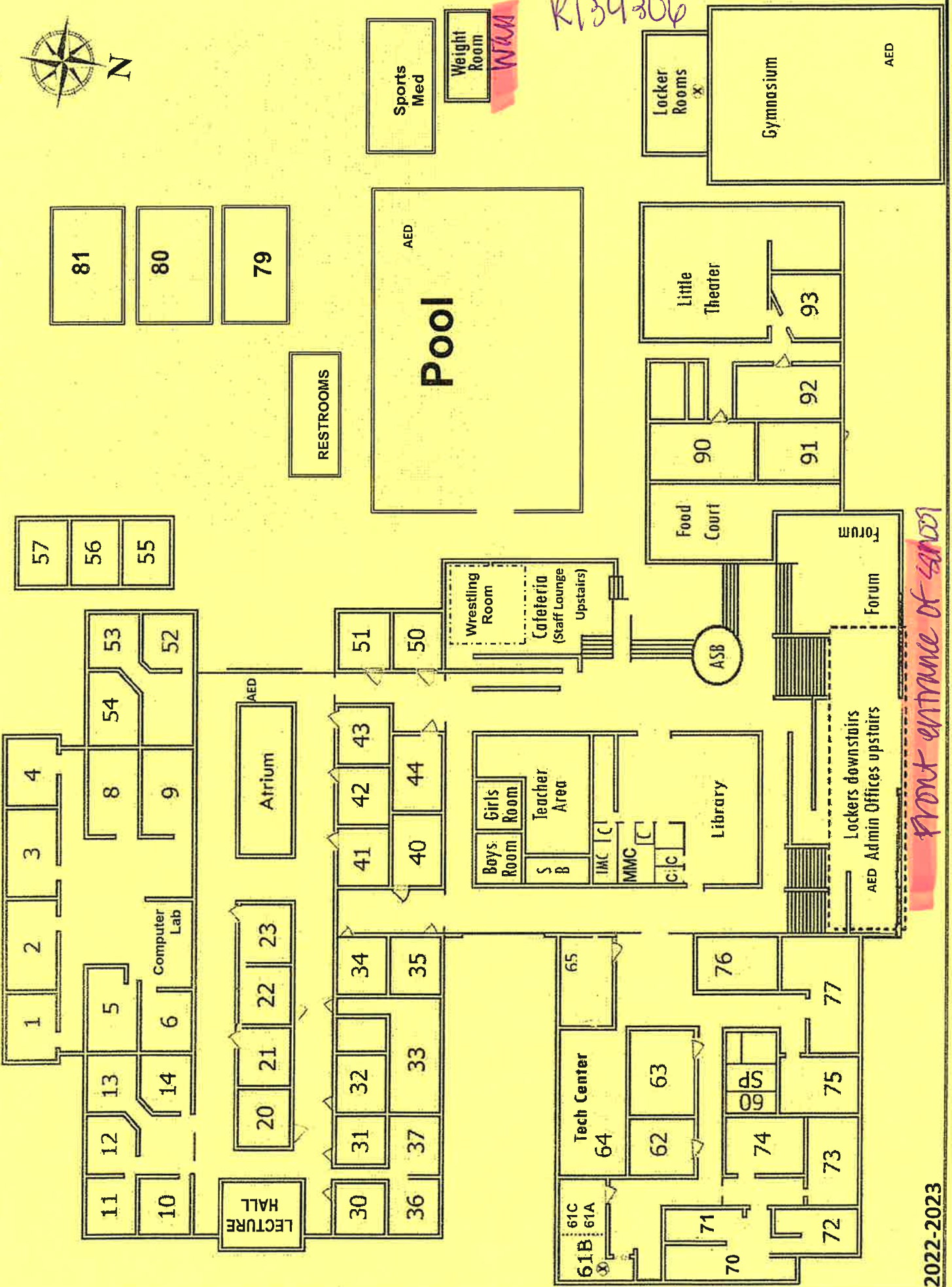
Google Northgate High School Pool

Northgate High School

Northgate Park



# NORTHGATE HIGH SCHOOL



R134306

W100

front entrance of school

R134306







## Northgate Murals Proposal

The concept drawings shown here are preliminary designs for each wall. The first proposal covers all three separate walls on campus. The second proposal will cover only the two smaller walls as requested.

### Proposal #1



^Wall #1  
Approximately 8'x120'



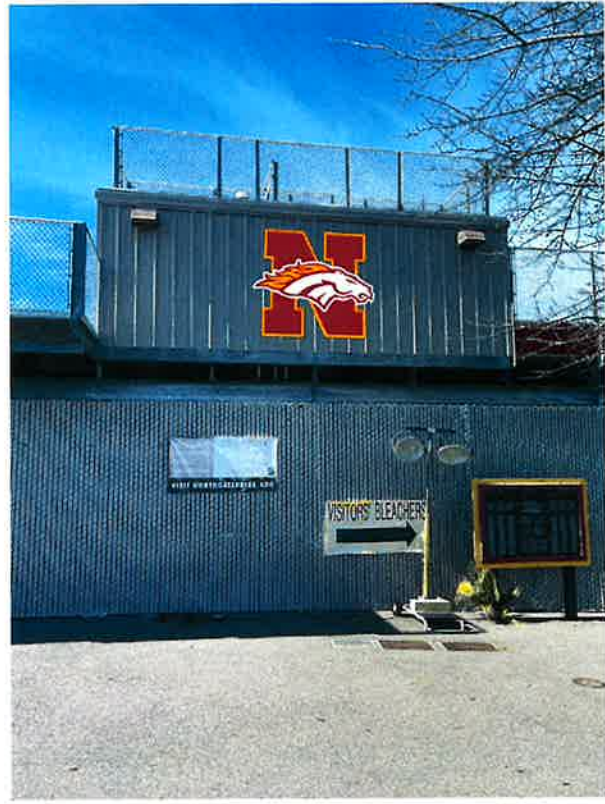
^Wall #2  
Approximately 3'x55'



Wall #3 >  
Approx. 6'x8'



R134300



Budget

<b>Supplies</b>	\$650
<b>Labor (approx. 5 days)</b>	\$5000
<b>Lift Rental ( 2 days)</b>	\$375
<b>Total</b>	<b>\$6025</b>

Summary

Both quotes are all inclusive including prep work and protective finishes. A deposit of 50% will be required upon approval of proposal with the remaining amount due upon completion of the work.

Thanks for your consideration,

-Arsenio

Budget

<b>Supplies</b>	\$2350
<b>Labor (approx. 10-14 days)</b>	\$16000
<b>Lift Rental (1 week)</b>	\$600
<b>Total</b>	<b>\$18950</b>

The supplies budget covers all paint and protective coats and anti-graffiti coats for each mural. I added the lift rental as a separate cost just in case you are able to provide that, if so then that cost will not be necessary. The labor cost covers roughly 2 weeks of work to complete all three murals.

Proposal #2

R134304

List of Materials

sprayplanet.com

25x Montana 94 Spray Cans

novacolorpaint.com

3x Quarts of Paint (white, yellow, black)  
1x Gallon of Paint (red)

muralshield.com

1x gallon clear coat  
1x gallon anti-graffiti coat

Home Depot

3x Paint rollers  
6x Brushes (various sizes)  
1x Painters Tape  
6x Paint Trays  
2x Gallons of Primer Paint

Project Schedule

1 Day for Prep work  
2 Days (Roughly 7-8 hrs each day) to Execute Murals  
3 Days Total work



R134304

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Arsenio Baca

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
1824 Harding Ct.

6 City, state, and ZIP code  
Concord, CA 94521

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

6	1	4	-	1	6	-	7	5	5	2
---	---	---	---	---	---	---	---	---	---	---

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶     Date ▶ 11-10-2022

## General Instructions

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

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

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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**RUSH Please - R132275 ISC for Arsenio Baca**

7 messages

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Lyndee Sargent <sargentl@mdusd.org>  
To: Carolann Ianora <ianorac@mdusd.org>, Sunny Quintana <quintanas@mdusd.org>  
Cc: Tyler Rosecrans <rosecranst@mdusd.org>

Wed, Dec 14, 2022 at 3:56 PM

Please see the attached copy of ISC to Arsenio Baca. The original is in the pony to Sunny.

Sunny, **this is a RUSH one if you could please.** This is the one where he has painted murals at other schools - YGHS and Riverview over the summer and early Fall. I am hoping the insurance is OK. Yikes.



*Lyndee Sargent*

**Office Manager**  
Northgate High School  
sargentl@mdusd.org  
925.938.0900 ext 3507

---

 **R132275 ISC ARSENIO BACA\_001.pdf**  
1818K

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Sunny Quintana <quintanas@mdusd.org>  
To: Lyndee Sargent <sargentl@mdusd.org>  
Cc: Tyler Rosecrans <rosecranst@mdusd.org>, Kelly Cooper <cooperk@mdusd.org>

Thu, Dec 15, 2022 at 8:37 AM

Hi Lyndee,

Thank you for your email. There is more information needed.

1. General Aggregate needs to be \$2 million, page 3
2. Waiver request is not required, page 4
3. The Volunteer Work/Project Request form needs to be complete with attachment of the sample work.

Here is the ISC with my comments for #1 & #2. I've attached the Volunteer Work/Project Request form, please complete the missing information and have Kelly Cooper sign it. Also, attach a sample of the work.

Let me know if you have any questions.

Best regards,

*Sunny Quintana*

pronouns: she/her

Administrative Secretary II  
School Support for Secondary Education  
Mt. Diablo Unified School District  
1936 Carlotta Dr.



Concord, CA 94519  
quintanas@mdusd.org  
Phone (925) 682-8000 x4027

R134306

Mt. Diablo Unified School District: <https://mdusd.org/>  
School Support: <https://mdusd.org/departments/saas/deptcontacts>  
Parent Portal: <https://mdusd.org/parentportal>



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[Quoted text hidden]

 **Volunteer.Project Form 358 R 132275 ISC Mural 1.15.22.pdf**  
154K

**Lyndee Sargent** <sargentl@mdusd.org>  
To: Sunny Quintana <quintanas@mdusd.org>

Thu, Dec 15, 2022 at 8:54 AM

Well that's better than I expected. LOL

I'll get right on it. Thanks.

[Quoted text hidden]

--



*Lyndee Sargent*

**Office Manager**  
Northgate High School  
sargentl@mdusd.org  
925.938.0900 ext 3507

**Lyndee Sargent** <sargentl@mdusd.org>  
To: Sunny Quintana <quintanas@mdusd.org>

Thu, Dec 15, 2022 at 2:46 PM

Here's the updated insurance with \$2M aggregate. I will send the Project Request form and backup shortly.

[Quoted text hidden]

--



*Lyndee Sargent*

**Office Manager**  
Northgate High School  
sargentl@mdusd.org  
925.938.0900 ext 3507

R134306

Sunny Quintana <quintanas@mdusd.org>  
To: Lyndee Sargent <sargentl@mdusd.org>

Thu, Dec 15, 2022 at 3:02 PM

Thank you! Looks good! I will just need the Project request form.

Best regards,

*Sunny Quintana*

pronouns: she/her

Administrative Secretary II  
School Support for Secondary Education  
Mt. Diablo Unified School District  
1936 Carlotta Dr.  
Concord, CA 94519  
quintanas@mdusd.org  
Phone (925) 682-8000 x4027

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[Quoted text hidden]

Laura Warner <warnerl@mdusd.org>  
To: Carolann Ianora <ianorac@mdusd.org>, Lyndee Sargent <sargentl@mdusd.org>

Thu, Dec 22, 2022 at 3:27 PM

I am trying to get this pushed through but the insurance for auto was not waived on page 4.

*Laura Warner*

LEAD BUYER - PURCHASING



MT. DIABLO  
UNIFIED SCHOOL DISTRICT

2326 Bisso Lane  
Concord, CA 94520  
(925) 825-7440, ext. 3745  
warnerl@mdusd.org

R134306

On Thu, Dec 22, 2022 at 3:24 PM Carolann Ianora <ianorac@mdusd.org> wrote:

Laura-

FYI. See Lyndee's email below when she sent stuff off to Sunny.

Thanks,

[Quoted text hidden]

--

null

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**Lyndee Sargent** <sargentl@mdusd.org>

Thu, Dec 22, 2022 at 9:29 PM

To: Laura Warner <warnerl@mdusd.org>

Cc: Carolann Ianora <ianorac@mdusd.org>, Elizabeth McClanahan <mcclanahane@mdusd.org>, Melanie Koslow <koslowm@mdusd.org>, Sunny Quintana <quintanas@mdusd.org>

THANK YOU all for helping this get rushed through. I really appreciate it!!!!

Lyndee

[Quoted text hidden]

--



*Lyndee Sargent*

**Office Manager**

Northgate High School

sargentl@mdusd.org

925.938.0900 ext 3507