

PURCHASE REQUEST # various by site



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 12 day of June 2024, by and between the Mt. Diablo Unified School District (hereinafter "District") and Exploring New Horizons (ENH) (hereinafter "Contractor").

RECITALS

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

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

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

AGREEMENT

1. Performance of Services.

(a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the Services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

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

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED \$** 591,985.50.

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

District staff to check the applicable box.
 \$ _____ per hour \$ _____ per day \$ varies by site per engagement

District staff to enter the complete Budget Code(s).
(a) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
(b) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
(c) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

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

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Contractor shall submit invoices in accordance with the following schedule:

District staff to check applicable box.

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

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

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

4. **Term and Termination.**

(a) **Term.** This Agreement will become effective on August 15, 2024 and shall expire on June 20, 2025, or when terminated as set forth below:

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

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

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

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

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

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

Coverage Minimums shall be at least as broad as:

District staff to check the appropriate boxes.

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

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

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

(b) **Automobile Liability.**

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

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

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

DISTRICT

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

CONTRACTOR

Bus. Name: Exploring New Horizons (ENH)
Attn: Joshua L. Lanam
Address: 101 Cooper Street, Santa Cruz 95060
Phone: 831-200-8998
Fax: _____
Email: josh@exploringnewhorizons.org

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

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Exploring New Horizons (ENH)

Company/Organization Name or Independent Contractor/Consultant

By: _____
Signature of Principal/Budget Administrator Date

By:  /13/2024
Signature of Contractor/Consultant Date

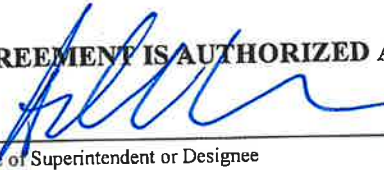
Title: _____
Print Name and Title

Title: Joshua Lanam, Executive Director
Print Name and Title

By:  6/13/24
Signature of District Administrator (if applicable) Date

Title: Marji Calbeck, Director of Elementary
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By:  6/13/24
Signature of Superintendent or Designee Date

Title: Adam Clark, Superintendent
Print Name and Title

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

By:  6/13/24
Originator's Signature Date

School Support - Wing C
Site/Department Originating this Contract

Michele McKimmie, Administrative Secretary II
Print Name of Originator and Title

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

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

ENH will be providing outdoor education to 15 of our elementary schools.

Sempervirens Bancroft 4/1/2025 4/4/2025 \$46,250
Sempervirens El Monte 9/16/2024 9/20/2024 \$13,440
Sempervirens Hidden Valley 1/13/2025 1/17/2025 \$48,900
Sempervirens Highlands 5/13/2025 5/16/2025 \$37,000
Sempervirens Monte Gardens 9/23/2024 9/27/2024 \$39,045
Sempervirens Mount Diablo 1/21/2025 1/24/2025 \$46,250
Sempervirens Pleasant Hill 1/13/2025 1/17/2025 \$43,385
Sempervirens Sequoia 12/3/2024 12/6/2024 4\$46,250
Sempervirens Strandwood 11/4/2024 11/8/2024 \$46,950
Sempervirens Valle Verde 11/12/2024 11/15/2024 \$27,750
Sempervirens Walnut Acres 9/23/2024 9/27/2024 \$67,470
Pigeon Point Mountain View 11/13/2024 11/15/2024 \$4,080
Pigeon Point Shore Acres 3/24/2025 3/26/2025 3 \$9,600
Pigeon Point Shore Acres 3/26/2025 3/28/2025 3 \$9,600
Pigeon Point Sun Terrace 4/21/2025 4/23/2025 3 \$9,600
Pigeon Point Wren Avenue 11/6/2024 11/8/2024 3 \$9,600

Total of \$514,770 + 15% to cover unexpected changes = \$591,985.50

ENH will invoice the schools sites directly for their deposit one month prior to their camp date and invoice the balance after their trip.

Exhibit A continues on pages 8.1 - 8.9

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

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

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

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

--OR--

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

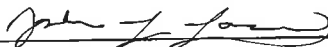
WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

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

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: 

Name: Joshua Lanam

Title: Executive Director

Date: 6/13/2024

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

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

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

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

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

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

--OR--

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

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: 

Name: Joshua Lanam

Title: Executive Director

Date: 6/13/2024

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

PURCHASE REQUEST # various by site**EXHIBIT D****DATA PRIVACY ADDENDUM***(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data.)*

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

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

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

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

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

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

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

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: 
 Name: Joshua Lanam
 Title: Executive Director
 Date: 6/13/2024

ENH - Exhibit A

EXPLORING NEW HORIZONS PROGRAM SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of 6/11/2024
between **EXPLORING NEW HORIZONS**, a California nonprofit public benefit corporation
("ENH"), and **MT. DIABLO UNIFIED SCHOOL DISTRICT** (the "District"). ENH and the District
are collectively referred to herein as the "Parties."

Background

ENH is a California nonprofit organization dedicated to engaging school groups in outdoor education programs that empower students, build environmental literacy, and strengthen school communities. The proprietary methodologies and materials used and shared by ENH in working with its clients reflect years of development. The School wishes to obtain services from ENH on the basis set out in this Agreement.

WHEREAS ENH is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and corresponding provisions of state law; WHEREAS, the charitable purposes of ENH include conducting outdoor education for school children as part of their regular school education curriculum; and WHEREAS, ENH's provision of services to the School pursuant to this Agreement will fall within the scope of ENH's charitable purposes; NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Services

1.1. Term

Subject to the terms and conditions set forth in this Agreement, ENH shall provide on behalf of the District outdoor education programs (the "Program") for the District's schools (the "School"), to be conducted at the specified campuses of ENH (the "Program Location") for the periods (the "Term") described in Appendix A.

1.2. Participants

For the purposes of this Agreement, any student, cabin leader, chaperone, teacher, or school or district employee shall be considered a Participant.

1.2.i. Number of Participants per Program (see Appendix A)

Minimum number of students per Program shall be 90% of estimated students (see Appendix A)

Cabin Leaders per Program (minimum numbers vary by Program Location and are listed in Appendix A)

1.2.ii. Adult Participants, including Teachers, Cabin Leaders, Chaperones and Visiting School Staff

1.2.ii.1. All teachers, administrators, or other school staff must abide by the

policies and procedures described in the Teacher Handbook.

- 1.2.ii.2. All Cabin Leaders and Chaperones must abide by the policies and procedures described in the Cabin Leader Handbook. ENH may remove any Cabin Leader from the Program who is not fulfilling the obligations outlined in the Handbook. ENH shall not be responsible for transporting such Cabin Leaders from the Program Location in the event of removal from the Program. The School shall not be entitled to any refund of any portion of the Fee for any Cabin Leader who leaves the Program.
- 1.2.ii.3. **It is the responsibility of the District or School to recruit and transport all cabin leaders or parent chaperones to the Program.** At our Sempervirens site, Schools may elect to bring adult Cabin Leaders or high school Cabin Leaders. At our Pigeon Point site, Schools may only bring adult Cabin Leaders.
- 1.2.ii.4. Cabin Leaders are required to remain onsite for the duration of the trip. Cabin Leaders are responsible for student welfare for the duration of the trip, including during recreation/transition times and at night. Cabin Leaders will stay in the cabins with students.
- 1.2.ii.5. It is the School's responsibility to ensure Cabin Leaders have appropriate criminal background checks as required by law prior to the trip. ENH may request a list of Cabin Leaders, clearance dates, and any other pertinent information.

1.2.iii. Student/Minor Participants

- 1.2.iii.1. ENH may remove any student from the Program who, in ENH's sole discretion, creates a significant disciplinary problem for the Program staff or who otherwise disrupts the Program. ENH shall not be responsible for transporting such students from the Program Location in the event of removal from the Program. The School shall not be entitled to any refund of any portion of the Fee for any student who leaves the Program for disciplinary reasons.

1.3. Participant Medical Forms and Waivers

Prior to the beginning of the Term, the School shall cause the Participant, or a parental guardian thereof, to sign a waiver with respect to such participation and shall cause each executed waiver to be delivered to ENH prior to the commencement of the Program. No Participant shall be enrolled or allowed to participate in the Program without first providing such executed waiver to ENH. This requirement applies to all persons, including students, school and district staff, and cabin leaders.

1.4. Activities and Materials

ENH shall organize and conduct the outdoor educational activities and provide all materials and supplies required to implement the Program.

1.5. Pre-Program Orientation

Prior to the commencement of the Term, ENH shall provide:

- 1.5.i. Teacher Meeting: Conduct an online teacher meeting with the School's classroom teachers at times mutually acceptable to the Parties to answer any

questions and discuss required documents.

- 1.5.ii. Parent Presentation: Provide the School with the link to an online narrated orientation slideshow, including a FAQ section and ENH contact email and phone so parents/guardians may contact us directly with questions. The School's classroom teachers will share this link with the parents/guardians of the participating students, so parents can watch it at any time and contact ENH with any questions.
- 1.5.iii. Student Presentation: Provide the School with the link to a student presentation that the School's classroom teachers will run themselves to orient their students.

1.6. Room and Board

ENH shall provide for the duration of the Term housing and meals for all Participants whose numbers are estimated in Appendix A.

1.7. Transportation

- 1.7.i. The School shall be responsible for arranging transportation to and from the Program Location. This includes transportation for all Participants.
- 1.7.ii. ENH shall provide a vehicle to transport materials and supplies as required by the Program and to serve as an on-site non-emergency vehicle. In the event of a non-emergency medical situation, an ENH staff member will accompany the classroom teacher and student to the hospital.
- 1.7.iii. **At our Sempervirens site**, all bus transportation for trips to and from the beach is included within the program fee.
- 1.7.iv. **At our Pigeon Point site**, if the District or School requires assistance coordinating traveling to and from our second day Program Location, ENH can on behalf of the School organize transportation with our verified school transportation vendor. All costs incurred will be the responsibility of the School and will be invoiced.

2. Compensation

2.1. Rates

The District shall compensate ENH for services rendered under this Agreement in accordance with the rates of services set forth in Appendix A.

2.2. Exclusive Use

At our Sempervirens site, ENH requires a minimum of 180 Participants (160 students, 16 chaperones, and 4 teachers) for exclusive use. At Pigeon Point, ENH requires a minimum of 25 Participants (20 students, 4 chaperones, and 1 teacher) for exclusive Program use. If the School brings less than the minimum and requests exclusive use, the District will be charged for the minimum.

2.3. Payment Schedule

- 1.1.i. A minimum of 90% of Student Fees & 100% of Cabin Leader Fees are due no later than **30 days before the School attends**, *upon invoice H*
- 1.1.ii. The remaining balance due for Students and Cabin Leaders in attendance is due ~~no later than 15 days after the Program ends.~~ *upon invoice H*

- 1.1.iii. The District shall remit all payments to:

**Exploring New Horizons
101 Cooper Street
Santa Cruz, CA 95060**

2.4. Default

If the District fails to make any payment pursuant to Section 2 within ten (10) days after the date on which such payment was due, ENH may in its discretion (a) continue to conduct the Program, in which case ENH shall have the right to enforce all its rights and remedies granted by this Agreement, including, without limitation, the right to collect the Fee, or (b) cancel or suspend the Program, in which case ENH shall be entitled to recover from the District any amount necessary to compensate ENH for all detriment proximately caused by the District's failure to perform its obligations under this Agreement, including without limitation the amount ENH would have earned by providing services to another organization or organizations during the Term. At ENH's discretion, unpaid installments of the Fee under the terms of this Agreement may bear interest from the date due at the maximum rate then allowable by law. ENH's remedies are not exclusive and are cumulative with any other remedies allowed by law.

3. Alternate Sites

In the event that the Program Location becomes unavailable due to circumstances beyond ENHs' control, including, but not limited to, natural disasters, loss of lease, and eminent domain proceedings, ENH reserves the right to provide an alternate site location with the same or similar services, for the same dates, and at the same price. If ENH is not able to offer an alternate site location with the same or similar services, for the same dates, and at the same price, ENH will make every effort to offer the District alternate dates, services, and/or pricing at another location and come to an agreement with the District on the alternate offer. The District may elect to accept the alternate offer or terminate this Agreement. In the event the District elects to terminate the Agreement, all funds will be returned by ENH to the District.

4. Representations and Warranties

Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of its state of incorporation, (ii) it has the legal right, power, and authority to execute, deliver, and perform its obligations under this Agreement, and (iii) all approvals requisite to the valid and binding execution, delivery, and performance of this Agreement by such Party have already been obtained and are in full force and effect.

5. Relationship

5.1. Independent Entities

ENH is an independent organization and is solely responsible for performing the Services. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither the District nor ENH have the power or authority to bind or obligate the other to a third party or commitment in any manner. ENH and the District will each have sole responsibility for its own employees and for the planning, management, and

implementation of its own activities relating to the Services. The District shall not have any right to direct or control the Program or the means, manner, or details by which ENH provides the Services. ENH may, in its sole discretion, supervise chaperones, its staff, and other employees or agents as it deems necessary or convenient to perform the Services.

5.2. External Communication

ENH may, subject to Section 6 of this Agreement, identify the District, or its Schools, as a client or "school partner" in internal and external communications, including, but not limited to, on ENH's website and in ENH's outreach materials. Subject to Section 6, ENH and the District, or its Schools, may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Section 6.

5.3. ENH Relationships with Other Schools

The District acknowledges that ENH provides outdoor education services at the Program Location and other locations, that such services are similar to the services that ENH will provide under this Agreement, and that nothing in this Agreement shall be deemed to restrict or prohibit ENH from providing services to other organizations that are the same as or similar to the Services described herein.

6. Confidential Information

6.1. Non-Disclosure

Neither ENH nor the District will disclose to any third party any confidential or proprietary information, including, without limitation, employee and student data, budget and other financial data, product plans and strategies, technical data and research, know-how, and other information which the disclosing party considers to be confidential ("Confidential Information"), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other party. For clarity, the District's name and general information about the scope of Services are not considered Confidential Information.

6.2. Exceptions

Notwithstanding the provisions of Section 6.1, Confidential Information will not include information (i) already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) rightfully received by the receiving party from a third party without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) approved for release by written authorization of the owner of the Confidential Information; or (v) independently developed by a party without access to the Confidential Information of the other party.

7. Insurance and Indemnification

7.1. Insurance

ENH shall maintain appropriate coverage for its Program activities under this Agreement and provide accident and health coverage for all Participants. The District shall maintain

such general liability insurance as the District is required by law to maintain and shall include ENH as additional insured on such policy. Upon request of either Party, the other Party shall provide certificates of such insurance.

7.2. Indemnification

ENH and the District will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither ENH nor the District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

7.3. Limitation of Liability

Neither ENH nor the District will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

8. Cancellation

~~8.1. In the event the District, or its Schools, cancels its participation in the Program more than 120 days prior to the beginning of the Term, the District shall promptly notify ENH in writing of such cancellation. ENH shall refund all amounts paid by the District to ENH under this Agreement, less a cancellation fee of fifty percent (50%) of the Fee, calculated as set forth in Appendix A.~~ H

~~8.2. In the event the District cancels its participation in the Program less than 120 days prior to the beginning of the Term, the District shall promptly notify ENH in writing of such cancellation and shall pay to ENH at the time of such notice of cancellation the sum of ninety percent (90%) of the Fee, calculated as set forth in Appendix A. The District may offset against the Cancellation Amount any payments already made to ENH.~~ H

8.3. For purposes of calculating the Cancellation Amount, the Fee shall be determined based on the minimum number of students set forth in Appendix A.

8.4. If ENH is unable to perform the Services due to unavoidable causes such as fire damage to the Program Location or other loss of facilities prior to the beginning of the Term, ENH shall notify the District and shall refund all portions of the Fee previously deposited by the District to ENH. If such damage or loss of facilities occurs at any point during the Term such that ENH is unable to continue conducting the Program, ENH shall notify the District, and the District shall be responsible for paying only the amount of the Fee proportionate to the period of the Term during which ENH actually provided the Services.

9. General Provisions

~~9.1. Entire Agreement; Amendments~~

~~This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.~~ H

9.2. Severability; Waiver

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

9.3. Compliance with Law

ENH and the District will comply with applicable law, including, but not limited to, laws relating to student safety, data collection, security, use, disclosure, and privacy. ENH will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, or national origin.

9.4. Assignment

This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

9.5. Notices

Notices, requests, waivers, approvals, consents, demands, and other communications under this Agreement must be in writing and delivered to the District and ENH by mail, courier, fax, or email to the lead contact persons identified below.

If to the District:

District: _____

Address: _____

Administrator: _____

	Name	Phone	Email
--	------	-------	-------

Billing Contact: _____

	Name	Phone	Email
--	------	-------	-------

If to ENH:

Exploring New Horizons
Joshua Lanam, Executive Director
101 Cooper Street, Santa Cruz, California 95060
josh@exploringnewhorizons.org, (831) 200-8998

9.6. Force Majeure

Neither party will be required to perform or be held liable for failure to perform if, beyond the control of either party, nonperformance is caused by destruction, material damage, or other unavailability of facilities at training sites; strikes or other labor disputes; national emergency, acts of God, the elements, power failures, computer system hacking, or software or hardware failures; or any other causes beyond the control of the party unable to perform. The non-performing party will notify the other of such problems and will use reasonable efforts to address the problem and carry out its obligations.

~~9.7. Arbitration~~

~~The Parties agree that, with respect to all controversies, claims, disputes or counterclaims arising out of or relating to this Agreement, the Services or the Program, whether it involves a disagreement about the meaning, interpretation, application, or validity of this Agreement, and whether based on statute, tort, contract, common law, or otherwise (a "Dispute"), to attempt to resolve the Dispute by good faith negotiation. If the Parties are unable to resolve the Dispute by good faith negotiation, either Party may refer the matter to binding arbitration. The arbitration shall take place in the County of Santa Cruz, State of California, in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.~~

H

9.8. Attorneys' Fees

If either party commences an action against the other party arising out of or in connection with this Agreement, or for interpretation of any of its provisions, including without limitation an arbitration pursuant to Section 8.7, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and court costs, from the other party.

9.9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. ~~The District and ENH consent to the exclusive jurisdiction of the state and federal courts for Santa Cruz, California.~~

H

9.10. Counterparts


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


EXPLORING NEW HORIZONS
A California non-profit Corporation

A California School District

Name: Joshua L. Lanam

Name: Mary Calbeck

By: 
DocuSigned by:
04D50A0631D44E8

By: 

Title: Executive Director

Title: Director, Elementary

Date: 6/11/2024

Date: 6.13.24

Appendix A

PROGRAM LOCATION	SCHOOL	TERM START DATE	TERM END DATE	# OF DAYS IN TERM	# OF STUDENTS	MINIMUM # OF STUDENTS	STUDENT RATE	STUDENT TOTAL	# OF CABIN LEADERS	CABIN LEADER RATE	CABIN LEADER TOTAL	CONTRACT TOTAL
Sempervirens	Bancroft	4/1/2025	4/4/2025	4	100	90	\$440	\$44,000	10	\$225	\$2,250	\$46,250
Sempervirens	El Monte	9/16/2024	9/20/2024	5	50	45	\$240	\$12,000	6	\$240	\$1,440	\$13,440
Sempervirens	Hidden Valley	1/13/2025	1/17/2025	5	100	90	\$465	\$46,500	10	\$240	\$2,400	\$48,900
Sempervirens	Highlands	5/13/2025	5/16/2025	4	80	72	\$440	\$35,200	8	\$225	\$1,800	\$37,000
Sempervirens	Monte Gardens	9/23/2024	9/27/2024	5	75	67	\$495	\$37,125	8	\$240	\$1,920	\$39,045
Sempervirens	Mount Diablo	1/21/2025	1/24/2025	4	100	90	\$440	\$44,000	10	\$225	\$2,250	\$46,250
Sempervirens	Pleasant Hill	1/13/2025	1/17/2025	5	85	76	\$485	\$41,225	9	\$240	\$2,160	\$43,385
Sempervirens	Sequoia	12/3/2024	12/6/2024	4	100	90	\$440	\$44,000	10	\$225	\$2,250	\$46,250
Sempervirens	Strandwood	11/4/2024	11/8/2024	5	90	81	\$495	\$44,550	10	\$240	\$2,400	\$46,950
Sempervirens	Valle Verde	11/12/2024	11/15/2024	4	60	54	\$440	\$26,400	6	\$225	\$1,350	\$27,750
Sempervirens	Walnut Acres	9/23/2024	9/27/2024	5	130	117	\$495	\$64,350	13	\$240	\$3,120	\$67,470
Pigeon Point	Mountain View	11/13/2024	11/15/2024	3	40	36	\$85	\$3,400	8	\$85	\$680	\$4,080
Pigeon Point	Shore Acres	3/24/2025	3/26/2025	3	40	36	\$200	\$8,000	8	\$200	\$1,600	\$9,600
Pigeon Point	Shore Acres	3/26/2025	3/28/2025	3	40	36	\$200	\$8,000	8	\$200	\$1,600	\$9,600
Pigeon Point	Sun Terrace	4/21/2025	4/23/2025	3	40	36	\$200	\$8,000	8	\$200	\$1,600	\$9,600
Pigeon Point	Sun Terrace	4/23/2025	4/25/2025	3	40	36	\$200	\$8,000	8	\$200	\$1,600	\$9,600
Pigeon Point	Wren Avenue	11/6/2024	11/8/2024	3	40	36	\$200	\$8,000	8	\$200	\$1,600	\$9,600
					1,210	1,088		\$482,750	148		\$32,020	\$514,770

15%

591,985.1

8.9



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2023

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

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


PRODUCER PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	CONTACT NAME: Paychex Insurance Agency, Inc. PHONE (A/C, No, Ext): 877-266-6850 E-MAIL ADDRESS: FlexCerts@paychex.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Exploring New Horizons (Not-for-Profit) 6265 CA-9 Felton, CA 95018	INSURER A: Security National Insurance Company	NAIC # 19879
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		NA N SWC1462377	11/20/2023	11/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

CERTIFICATE HOLDER Mt Diablo Unified School Dist 1936 Carlotta Drive Concord, CA 94518	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 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Mt. Diablo Unified School District

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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