

JUL 14 2022



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**

**PURCHASING
MDUSD**

THIS AGREEMENT is made this 11 day of July, by and between the Mt. Diablo Unified School District (hereinafter "District") and Dr. Shelley Jones-Holt, Leadership Legacy Consulting 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 & \$24,900**.
The basis of the fee for Services shall be as follows:

District staff to check the applicable box.

\$ _____ per hour \$ _____ per day \$ \$24,900 per engagement

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

(a) 01 - 6266 - 0000 - 2100 - 38070 - 000 - 519 - 004 - 5800 \$ 24,900

(b) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

(c) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

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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 Aug. 1, 2022. 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

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- 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

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(d) **Workers' Compensation.**

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

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

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:			
Other:			
Initials of the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance in this Agreement.			
Superintendent or Designee	Date	General Counsel or Designee	Date

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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

Business Name: Leadership Legacy Consulting, LLC
Attn: Dr. Shelley Jones-Holt
Address: PO Box 1563
City/State/Zip: Belleville, MI 48112
Phone: 916-800-4308
Fax: _____
Email: drshelleyholt@leadershiplegacyconsulting.com
Tax ID #: 83-1530335

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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)

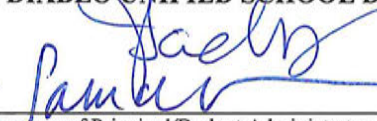
The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

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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

Dr. Shelley Jones-Holt, Leadership Legacy Consulting

By:  7/13/2022
Signature of Principal/Budget Administrator Date

Name of Company/Organization or Independent Contractor/Consultant
By: Dr. Shelley Jones-Holt 7/11/2022
Signature of Contractor/Consultant Date

Title: Samantha Allen, Director, Secondary Ed.
Print Name and Title

Title: Dr. Shelley Jones - Holt
Print Name and Title

By:  7/13/2022
Signature of District Administrator (if applicable) Date

Title: Samantha Allen, Director, Secondary Ed.
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND

APPROVED: By:  7/13/2022
Signature of Superintendent or Designee Date

Title: Jennifer Sachs, Chief, Educational Services
Print Name and Title

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

By:  7/12/2022
Signature of Originator Date

Title: Sunny Quintana, Admin. Sec. II, Sec. Ed.
Print Name and Title
School Support for Secondary Education
Site/Department Originating this Agreement

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

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

2022-2023 SCHOOL YEAR (Terms of agreement: Aug. 1, 2022 - June 30, 2023*)

DESCRIPTION OF SERVICES:

- Equity Task Force Development, Facilitation, and Equity Impact Action Plan. Introductions, learning about equity, forming subcommittees, identifying equity gaps in sub committees. Listening sessions to gather more input on relevance of identified gaps.*
- Training for District Administration - All Alt. Ed., High Schools
 - College Park, Concord, Mt. Diablo, Northgate, and Ygnacio Valley High Schools
 - Crossroads, Horizons, Olympic, Prospect, etc.
- Leadership and equity training for Alt. Ed. & High Schools; School Site Staff; Students; Parents/Guardians; Community Members

DATES OF SERVICE:

Aug. 2, 2022 (In-Person, Administrator's Retreat at Northgate High School)
August 1, 2022 - June 30, 2022

PAYMENT SCHEDULE:

August 31, 2022
\$24,900.00

*An Amendment for this Agreement to be presented to the Board of Education in the month of August 2022. The Amendment will include more training dates for the 2022-2023 & 2023-2024 school years.

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

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

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

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

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

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE

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

CONTRACTOR
By: Dr. Shelley Jones Holt 7/11/2022
Signature of Contractor or Authorized Representative Date

Dr. Shelley Jones - Holt
Title: _____
Print Name and Title

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

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

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

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

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

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

CONTRACTOR

By: Dr. Shelley Jones Holt 7/11/2022
Signature of Contractor or Authorized Representative Date
Title: Dr. Shelley Jones - Holt
Print Name and Title

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

R129689 / PO 230636 – Independent Service Contract (ISC):

Dr. Shelley Jones-Holt, Leadership Legacy Consulting and Mt. Diablo Unified School District

ISC missing pages 11-14:

Pages 11-12, *Exhibit D – Data Privacy Addendum*, is not required for this agreement.

Pages 13-14, are samples of the required Certificate of Insurance

This contract is complete as a 10-page agreement.

Date: July 20, 2022

Approved by:

MT. DIABLO UNIFIED SCHOOL DISTRICT



Elizabeth McClanahan
Director of Purchasing & Warehouse



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2022

K 129689

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No., Ext): (855) 222-5919 FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Next Insurance US Company	NAIC # 16285
INSURED Leadership Legacy Consulting, LLC 48500 Ormond Dr Van Buren Twp, MI 48111	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES **CERTIFICATE NUMBER:** 686935894 **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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NXTF73TJWH-00-GL	04/21/2022	04/21/2023	EACH OCCURRENCE \$1,000,000.00
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	Professional Liability	X		NXTF73TJWH-00-GL	04/21/2022	04/21/2023	EACH OCCURRENCE \$ AGGREGATE \$ \$ 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)						

The Certificate Holder is Mt. Diablo Unified School District: Its officers, officials, agents, and volunteers. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER Mt. Diablo Unified School District: Its officers, officials, agents, 1936 Carlottal Drive Concord, CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
LIVE CERTIFICATE Click or scan to view	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/12/2022

R129689

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.

PRODUCER Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919
FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com
PRODUCER CUSTOMER ID:

INSURED Leadership Legacy Consulting, LLC
48500 Ormond Dr
Van Buren Twp, MI 48111

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Next Insurance US Company		16285
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 686935894 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
	CAUSES OF LOSS	DEDUCTIBLES						
X A	PROPERTY		NXTRH3WTCH-00-CP	04/21/2022	04/21/2023		\$	
	BASIC	BUILDING				X	PERSONAL PROPERTY	\$64,000.00
	BROAD	CONTENTS				X	BUSINESS INCOME	\$included
	SPECIAL					\$500.00	X	EXTRA EXPENSE
	EARTHQUAKE						RENTAL VALUE	\$
	WIND						BLANKET BUILDING	\$
	FLOOD						BLANKET PERS PROP	\$
							BLANKET BLDG & PP	\$
								\$
				\$				
	INLAND MARINE		TYPE OF POLICY			EQUIPMENT	\$	
	CAUSES OF LOSS		POLICY NUMBER			MISC TOOLS	\$	
	NAMED PERILS					BORROWED TOOLS	\$	
	OPEN PERILS						\$	
	CRIME						\$	
	TYPE OF POLICY						\$	
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$	
							\$	
							\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER Mt. Diablo Unified School District: Its officers, officials, agents, and volunteers 1936 Carlottal Drive Concord, CA 94519	LIVE CERTIFICATE Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Mt. Diablo Unified School District: Its officers, officials, agents, and volunteers. 1936 Carlotta Drive Concord, CA 94519	CA
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:

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(s) at the location(s) designated above.

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 additional exclusions apply:

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

1. 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
2. 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:**

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 01

POLICY NUMBER NXTF73TJWH-00-GL	POLICY CHANGES EFFECTIVE 07/13/2022	COMPANY Next Insurance US Company
NAMED INSURED Shelley Jones-Holt Leadership Legacy Consulting, LLC 48500 Ormond Dr Van Buren Twp, MI 48111		AUTHORIZED REPRESENTATIVE Eric Harnden
COVERAGE PARTS AFFECTED Commercial General Liability Coverage Part		
CHANGES SEE ATTACHED SCHEDULE		

Return Total

\$0.00



Authorized Representative Signature

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SCHEDULE OF POLICY CHANGES

It is understood and agreed that:

The following forms are added:

CG 20 10 04 13 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

All other terms and conditions remain unchanged.



Norris Agency
55 Bridge St
Pike Road AL 36064-3880

R129689

Information as of April 27, 2022
Policyholder(s) Page 1 of 2

Arthur Holt

Policy number
821 944 961

Your Allstate agency is
Norris Agency
(334) 777-2152
shanenorris@allstate.com

ARTHUR HOLT
[Redacted]

We Made a Change to Your Policy

A change has been made to your policy—it took effect on 04/27/2022. The enclosed Amended Policy Declarations includes this change:

[Redacted]

The coverages and limits you carry for your vehicles, and the costs of those coverages, are listed in detail on the enclosed Amended Policy Declarations. By comparing this Policy Declarations with the most recent Declarations mailed to you, you can see any changes in detail.

If you have any questions or concerns please contact your Allstate Agent at (334) 777-2152. Thank you for choosing Allstate Property and Casualty Insurance Company. We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely,

Julie Parsons
President, Allstate Property and Casualty Insurance Company

EA20



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Amended auto policy declarations

Policy number: **821944961**

Policy effective date: April 10, 2022

Page 3 of 6



Coverage detail for 2019 Ram Trucks 1500 4wd

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	
• Bodily Injury	\$250,000 each person \$500,000 each occurrence		
• Property Damage	\$200,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$500	
(Safe Driving Deductible Reward - deductible reduction amount available is \$100)			
Auto Comprehensive Insurance	Actual cash value	\$500	
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		
Roadside Coverage	\$100 each disablement	Not applicable	
Transportation Expense	up to \$30 per day for a maximum of 30 days	Not applicable	
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	\$1,000 each person	Not applicable	
Portable Electronics and Media	Not purchased*		
Sound System	Not purchased*		
Total premium for 2019 Ram Trucks 1500 4wd			

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 1C6SRFJT8KN869372

Rating information

• This vehicle is driven over 7,500 miles per year

Coverage detail for 2010 Ford Van Econo Wag

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	
• Bodily Injury	\$250,000 each person \$500,000 each occurrence		
• Property Damage	\$200,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$500	
(Safe Driving Deductible Reward - deductible reduction amount available is \$100)			
Auto Comprehensive Insurance	Actual cash value	\$500	
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		

(continued)

AL010A



R129689

Amended auto policy declarations

Policy number: **821944961**
Policy effective date: April 10, 2022

Coverage	Limits	Deductible	Premium
Roadside Coverage	\$100 each disablement	Not applicable	[REDACTED]
Transportation Expense	up to \$30 per day for a maximum of 30 days	Not applicable	
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	\$1,000 each person	Not applicable	
Portable Electronics and Media	Not purchased*		
Sound System	Not purchased*		
Total premium for 2010 Ford Van Econo Wag			

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 1FBNE3BL4ADA51158

Rating information

• This vehicle is driven over 7,500 miles per year, for pleasure

Coverage detail for 2005 Chrysler Town-Country

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	[REDACTED]
• Bodily Injury	\$250,000 each person \$500,000 each occurrence		
• Property Damage	\$200,000 each occurrence		
Auto Collision Insurance	Not purchased*		
Auto Comprehensive Insurance	Not purchased*		
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		
Roadside Coverage	\$100 each disablement	Not applicable	
Transportation Expense	Not purchased*		
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	\$1,000 each person	Not applicable	
Portable Electronics and Media	Not purchased*		

(continued)

R129689

Amended auto policy declarations
Policy number: **821 944 961**
Policy effective date: April 10, 2022



Coverage	Limits	Deductible	Premium
Sound System	Not purchased*		
Total premium for 2005 Chrysler Town-Country			

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 2C4GP54L65R417258

Rating information
• This vehicle is driven over 7,500 miles per year, for pleasure

Coverage detail for 2013 Mazda 3

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	
• Bodily Injury	\$250,000 each person \$500,000 each occurrence		
• Property Damage	\$200,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$1,000	
(Safe Driving Deductible Reward - deductible reduction amount available is \$100)			
Auto Comprehensive Insurance	Actual cash value	\$500	
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		
Roadside Coverage	\$100 each disablement	Not applicable	
Transportation Expense	up to \$30 per day for a maximum of 30 days	Not applicable	
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	\$1,000 each person	Not applicable	
Portable Electronics and Media	Not purchased*		
Sound System	Not purchased*		
Total premium for 2013 Mazda 3			

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN JM1BL1TG2D1812608

Rating information
• This vehicle is driven over 7,500 miles per year

AL010AMID



Amended auto policy declarations

Policy number: **821 944 961**
Policy effective date: April 10, 2022

Additional coverage

The following policy coverage is also provided.

Coverage	Limits	Deductible	Premium
Automobile Death Indemnity Insurance	\$10,000 benefit	Not applicable	Included
Total			\$0.00

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate Auto Policy - ACR1
- AL Uninsured Motorists Amendatory Endorsement - ACR20
- Claim Satisfaction Guarantee Amendatory Endorsement - AP4878-2
- AL Bundling Benefits Endorsement - ACR22
- AL Amendatory Endorsement - ACR18-1
- Automobile Death Indemnity Insurance - Coverage CM - ACR25

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Your policy reflects Allstate's Preferred Package Savings. We have applied this savings to your policy because you own a residential property and insure more than one vehicle.
- ▶ Your Platinum Protection package contains the following features:
 - Accident Waiver Enhancement Plus feature
 - Safe Driving Deductible Reward feature
 - Safe Driving Bonus feature

Allstate Property and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

Julie Parsons

Julie Parsons
President

Susan L. Lees

Susan L. Lees
Secretary