

Purchase Requisition # 66584

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
PERSONNEL SERVICES 936 Carlotta Drive  
Concord, CA 94519

OCT 21 2011

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



**COPY**

THIS AGREEMENT is made this 1 day of October, by and between the Mt. Diablo Unified School District (hereinafter "District") and Kevin Clark Consulting and Training (hereinafter "Contractor").

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

**1. Performance of Services**

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

\$ 22,100.00 total fee for Services

174 - 3082 - 10 - 5800  
BUDGET CODE

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

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

*Kevin Clark*

**Check one:**

- Partial Payments:** Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full:** Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

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

**3. Term and Termination.** This Agreement will become effective on 10/1/11. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

Purchase Requisition # 66584

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

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

| <u>DISTRICT</u>                    | <u>CONTRACTOR</u>                                |
|------------------------------------|--|
| Mt. Diablo Unified School District | Name: <u>Kevin Clark Consulting and Training</u> |
| 1936 Carlotta Drive                | Address: <u>772 Omaha Ave., Suite C</u>          |
| Concord, CA 94519-1397             | <u>Clovis, CA 93619</u>                          |
| Attn: Superintendent               | Phone: <u>(559) 299-5855</u>                     |
|                                    | Fax: <u>(559) 299-7735</u>                       |
|                                    | Tax ID #: <u>95-4663756</u>                      |

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

Purchase Requisition # 66584

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

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature]  
 Budget Administrator Date

By: [Signature] 10/16/11  
 Date

Title: Principal

Title: President, Clark Consulting and Training, Inc.

Authorized by: [Signature] 10/20/11  
 Assistant or Associate Superintendent Date

Approved: [Signature] 10/21/11  
 Assistant Superintendent of Personnel Date

**TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR**

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

OR

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

\_\_\_\_\_  
 Administrator's Signature Date

OK

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

[Signature]  
 Originator's Signature

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

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

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

Purchase Requisition # 66584  
EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

---

See attached contract for specific services.

Services of Contractor arranged by

Lu Valey  
Signature

Pro Vista  
Department / School

# KEVIN CLARK

clark consulting and training

---

## RIO VISTA ELEMENTARY SCHOOL

**Contract for ELD Program Consulting Services 2011-12 for Teachers New to Grammar-Based ELD**

**Submitted: September 26, 2011**

### **BACKGROUND**

Rio Vista Elementary School enrolls a substantial number of students for whom English is not a first and/or academic language. School leaders have implemented several innovative projects aimed at improving student achievement over the past two years. A major initiative for the school has been to improve how it delivers language-development instruction to all students, including English learners. To that end, and as part of the school's overall improvement plan, an intensive summer program was recently concluded that focused on accelerating the development of students' English skills through an interactive, grammar-based program. For teachers who did not participate, there is a need for them to receive training and in-class coaching related to the understanding and use of 10 grammar-based ELD methods. This contract details the scope of the work to be provided by the consultants who assisted during the summer ELD program.

### **PROPOSAL**

This proposal details the scope and duration of services to be provided by Clark Consulting and Training, Inc. to Rio Vista Elementary School. The projected duration of this contract is from Oct. 15, 2011 to June 30, 2012.

### **SCOPE OF CONSULTANT DUTIES**

There are two distinct target groups for this project. Each is identified below.

Group 1: Classroom ELD teachers who did not participate in the summer program and who need training in the 10 base ELD methods, instructional principles and the use of daily language objectives for their instruction.

Group 2: Site leaders who can extend their knowledge of how to analyze, interpret and monitor grammar-based ELD instruction.

### **OUTCOMES FOR EACH GROUP**

#### ***Group 1***

These are teachers new to grammar-based ELD instruction. By participating in this effort they will:

- a. Understand the language star and how it provides a useful and research-informed framework for ELD instruction;
- b. Understand and be able to demonstrate their understanding of the five key language-accelerating principles that underlie high-intensity language teaching and learning;
- c. Learn and be able to apply 10 grammar-based ELD teaching methods;
- d. Understand and synthesize key research concepts to each method;

### **Group 2**

These are site administrators responsible for monitoring ELD instruction. They will:

- a. Learn and apply key psychological and adult learning concepts related to moving teachers to higher levels of in-class teaching performance;
- b. Learn, apply, score and tabulate results from a grammar-based writing analysis protocol to understand how classroom instruction links to methods choice and foci;
- c. Understand the key linguistic concepts that relate to why many English learners fossilize in their language development;
- d. Identify during ELD instruction observable and audible instances where the language-acceleration principles are applied;
- e. Learn and apply in classroom settings an ELD lesson analysis protocol that helps to focus teacher-assistance efforts.

### **TIME ALLOCATIONS BY GROUP**

**Group 1:** Teachers new to grammar-based ELD (n=10)

- a. Four out-of-class professional development sessions
- b. Eight in-class coaching days with an expert ELD consultant

**Group 3:** Site Administrators

- a. Three meetings of two-hours each with in-class practicum

### **MATERIALS PROVIDED BY CONSULTANT**

1. Training binders and contents for all participants
2. ELD scope and sequence guides with pacing calendars
3. Grammar-based *ELD Periodic Assessment System* for all classes
4. Copy for each participant of *The Painless, Plan-less Grammar Guide*
5. In-class *ELD Monitoring Protocol* for site administrators
6. 30-day lesson plans for teachers new to ELD instruction

### **COST BASIS**

For the services described above, the consulting fee is \$22,100.00, which includes all consultant preparation, development, travel and overhead. Billing is

Form **W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
*Clark Consulting and Training, Inc.*

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other

Address (number, street, and apt. or suite no.)  
*772 Omaha Ave. Ste. C*

City, state, and ZIP code  
*Clouis CA 93619*

List account number(s) here (optional)

Requester's name and address (optional)

Exempt from backup withholding

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|

or

Employer identification number

*91514663756*

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *[Signature]* Date *3/17/11*

#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**AN INSURANCE SUMMARY  
FOR:**

**CLARK CONSULTING & TRAINING, INC.**

**772 OMAHA AVENUE  
CLOVIS, CA 93619**

**PREPARED BY:**

**LORY A. WILLIAMS, CRIS  
SENIOR ACCOUNT MANAGER**

**WELLS FARGO INSURANCE SERVICES USA, INC.**

**LICENSE #0D08408**

**11017 COBBLEROCK DRIVE, SUITE 100**

**RANCHO CORDOVA, CA 95670**

**(916) 231-7216 - PHONE**

**(916) 231-1503 - FAX**

**MARCH 27, 2012**

This is merely a descriptive summary of coverage provided by the insurance company and should be used for reference purposes only.

Wells Fargo Insurance Services USA, Inc., Confidential. © 2011 Wells Fargo All rights reserved. together we'll go far





## TRANSPARENCY AND DISCLOSURE

Insurance is a highly regulated, competitive industry that fuels the US economy and protects individuals and commercial entities from losses. There is nothing more important to our industry and to Wells Fargo Insurance Services USA, Inc. than maintaining the trust of our customers and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values. Among these we state that we:

Value and reward open, honest, two-way communication

Do what is right for the customer

Talk and act with the customer in mind

Exceed our customers' expectations

Wells Fargo Insurance Services USA, Inc. is proactively providing customers with complete transparency on standard and contingent commission income. Wells Fargo Insurance Services USA, Inc. is taking a leadership role using the new National Association of Insurance Commissioners (NAIC) model act.

We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy or bond (a "commission"), which is paid to us by the insurance companies for placing and servicing your insurance or bonds with them. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries will allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.

We earn interest on premiums received from you and forwarded to the insurance companies through our bank accounts.

Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time.

The amount of premium you pay for a policy may change over the term of the policy. For example, your endorsement requests will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

## PREMIUM COMPARISON

| COVERAGE                       | EXPIRING PREMIUM | RENEWAL PREMIUM  |
|--------------------------------|------------------|------------------|
| Property                       | \$ 500.00        | \$ 500.00        |
| General Liability              | \$ Included      | \$ Included      |
| Hired/Non-Owned Auto Liability | \$ Included      | \$ Included      |
| <b>TOTAL PREMIUM</b>           | <b>\$ 500.00</b> | <b>\$ 500.00</b> |

This is merely a descriptive summary of coverage provided by the insurance company and should be used for reference purposes only.

Wells Fargo Insurance Services USA, Inc., Confidential. © 2011 Wells Fargo All rights reserved.

## GENERAL LIABILITY

**Insured:** Clark Consulting & Training, Inc.  
**Insurer:** Hartford Casualty Insurance Company  
**A.M. Best Rating:** A XV  
**Policy Term:** 3/31/2012 to 3/31/2013  
**Coverage Written On:** Occurrence

| coverage description                          | limits      |
|---|-------------|
| General Aggregate Limit                       | \$4,000,000 |
| Products/Completed Operations Aggregate Limit | \$4,000,000 |
| Personal/Advertising Injury Limit             | \$2,000,000 |
| Each Occurrence                               | \$2,000,000 |
| Fire Damage Limit - Any One Fire              | \$ 300,000  |
| Medical Expense Limit - Any One Person        | \$ 10,000   |

### COVERAGES INCLUDED

Premises/Operations  
Products/Completed Operations  
Independent Contractors  
Personal/Advertising Injury  
Medical Payments  
Fire Damage Legal Liability  
Employees as Additional Insured

### EXCLUSIONS:

Your policy contains exclusions including but not limited to the following:

Absolute Pollution  
Asbestos  
Automobile Liability  
Employment Related Practices Liability  
Expected or Intended Injury  
Nuclear  
Recall of Products, Work or Impaired Property  
Subsidence of Land  
War  
Workers Compensation & Similar Laws Liability  
Year 2000 Computer Related and Other Electronic Problems  
Mold, Fungi and Bacteria  
Terrorism – see policy forms

**TOTAL ANNUAL PREMIUM** \$500.00 (Minimum Premium)

This is merely a descriptive summary of coverage provided by the insurance company and should be used for reference purposes only.

Wells Fargo Insurance Services USA, Inc., Confidential. © 2011 Wells Fargo All rights reserved.

## PROPERTY LIMITS

**Insured:** Clark Consulting & Training, Inc.  
**Insurer:** Hartford Casualty Insurance Company  
**A.M. Best Rating:** A XV  
**Policy Term:** 3/31/2012 to 3/31/2013

### SUBJECTS

| Loc # | Bldg # | Subject of Insurance            | Amount                | Coins% | Ded | Valuation  |
|-------|--------|---------------------------------|-----------------------|--------|-----|------------|
| 1     | 1      | Business Personal Property      | 2,300                 | N/A    | 500 | Rep Cost   |
| 1     | 1      | Business Income & Extra Expense | Actual Loss Sustained |        |     | 12 mos max |

### EXTENSIONS OF COVERAGES

Debris Removal  
Fire Department Service Charges  
Preservation of Property  
Pollutant Cleanup and Removal  
Newly Acquired Personal Property  
Limited Personal Property of Others/Employees  
Valuable Papers - Cost of Research  
Property Off Premises  
Outdoor Property - Trees, Shrubs and Plants  
Property In Transit (Special Form Only)

### EXCLUSIONS

Your policy contains exclusions, including but not limited to, the following:  
Earthquake  
Flood  
Mold, Fungi and Bacteria  
Terrorism

This is merely a descriptive summary of coverage provided by the insurance company and should be used for reference purposes only.

Wells Fargo Insurance Services USA, Inc., Confidential. © 2011 Wells Fargo All rights reserved.

## PROPERTY LOCATION LISTING

| Premise # | Building # | Address                            |
|-----------|------------|------------------------------------|
| 1         | 1          | 772 Omaha Avenue, Clovis, CA 93619 |

This is merely a descriptive summary of coverage provided by the insurance company and should be used for reference purposes only.

**Wells Fargo Insurance Services USA, Inc., Confidential. © 2011 Wells Fargo All rights reserved.**



# CERTIFICATE OF LIABILITY INSURANCE

CLARCON-03

DATE (MM/DD/YYYY)  
3/28/2012

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

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

|   |  |                                    |
|---|--|------------------------------------|
| <b>PRODUCER</b><br>Wells Fargo Insurance Services USA, Inc.<br>CA DOI Lic. #0D08408 (916) 231-1741<br>11017 Cobblestone Drive, Suite 100<br>Rancho Cordova, CA 95670-6049 | <b>CONTACT NAME:</b> Lory A. Williams      |                                    |
|   | <b>PHONE (A/C, No., Ext):</b> 916-231-7216 | <b>FAX (A/C, No):</b> 916-231-1503 |
| <b>E-MAIL ADDRESS:</b> lory.a.williams@wellsfargo.com   |  |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>                      |
| <b>INSURER A:</b> Hartford Casualty Insurance Company   | 29424                                      |                                    |
| <b>INSURER B:</b> Continental Casualty Company  | 20443                                      |                                    |
| <b>INSURER C:</b>   |  |                                    |
| <b>INSURER D:</b>   |  |                                    |
| <b>INSURER E:</b>   |  |                                    |
| <b>INSURER F:</b>   |  |                                    |

**COVERAGES**                      **CERTIFICATE NUMBER:** 4111952                      **REVISION NUMBER:** See below

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY   | X         |          | 57SBAUZ5052   | 03/31/2012              | 03/31/2013              | EACH OCCURRENCE \$ 2,000,000  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | AUTOMOBILE LIABILITY  |           |          | 57SBAUZ5052   | 03/31/2012              | 03/31/2013              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000  |
|          | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               |                         |                         | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                 |
| B        | Professional Liability  |           |          | 425382899     | 05/19/2011              | 05/19/2012              | 1,000,000   |

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

Certificate Holder is added as additional insured per Endorsement Form IH1200 1185.

**CERTIFICATE HOLDER**

Fresno Unified School District  
 2309 Tulare Street  
 Fresno, CA 93721

**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

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 57 SBA UZ5052



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 CARLOTTA DRIVE  
CONCORD CA 94519  
RE: LOC 001/001

FRESNO UNIFIED SCHOOL DISTRICT  
2309 TULARE STREET  
FRESNO, CA 93721

LOC 001 BLDG 001  
LAVEEN ELEMENTARY SCHOOL DISTRICT  
9401 S 51ST AVENUE  
LAVEEN, AZ 85339



CLARCON-03

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/28/2012

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

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

| <b>PRODUCER</b><br>Wells Fargo Insurance Services USA, Inc.<br>CA DOI Lic. #0D08408 (916) 231-1741<br>11017 Cobblerock Drive, Suite 100<br>Rancho Cordova, CA 95670-6049 | <b>CONTACT NAME:</b> Lory A. Williams<br><b>PHONE (A/C, No, Ext):</b> 916-231-7216<br><b>FAX (A/C, No):</b> 916-231-1503<br><b>E-MAIL ADDRESS:</b> lory.a.williams@wellsfargo.com  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
|--|--|-------------------------------|--------|---|-------|--|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td><b>INSURER B:</b> Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Hartford Casualty Insurance Company | 29424 | <b>INSURER B:</b> Continental Casualty Company | 20443 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
| <b>INSURER A:</b> Hartford Casualty Insurance Company  | 29424  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
| <b>INSURER B:</b> Continental Casualty Company   | 20443  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
| <b>INSURER C:</b>  |  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
| <b>INSURER D:</b>  |  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
| <b>INSURER E:</b>  |  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
| <b>INSURER F:</b>  |  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |
| <b>INSURED</b><br>Clark Consulting & Training Inc.<br>772 Omaha Avenue<br>Clovis, CA 93619   |  |                               |        |   |       |  |       |                   |  |                   |  |                   |  |                   |

**COVERAGES**                      **CERTIFICATE NUMBER:** 4111721                      **REVISION NUMBER:** See below

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X                  | 57SBAUZ5052   | 03/31/2012              | 03/31/2013              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |                    | 57SBAUZ5052   | 03/31/2012              | 03/31/2013              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>UMBRELLA LIAB OCCUR \$<br>EXCESS LIAB CLAIMS-MADE \$<br>DED RETENTION \$    |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |                    |               |                         |                         | WC STATU-TORY LIMITS OTH-ER \$<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| B        | Professional Liability   |                    | 425382899     | 05/19/2011              | 05/19/2012              | 1,000,000  |

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

Re: Site Training March 8 & 9, 2012 at 4141 McNeil Street, Laveen AZ 85339  
 Certificate Holder is included as Additional Insured per Endorsement Form IH1200 1185.

**CERTIFICATE HOLDER**

Laveen Elementary School District  
 9401 S 51st Avenue  
 Laveen, AZ 85339

**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



POLICY NUMBER: 57 SBA UZ5052



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 CARLOTTA DRIVE  
CONCORD CA 94519  
RE: LOC 001/001

FRESNO UNIFIED SCHOOL DISTRICT  
2309 TULARE STREET  
FRESNO, CA 93721

LOC 001 BLDG 001  
LAVEEN ELEMENTARY SCHOOL DISTRICT  
9401 S 51ST AVENUE  
LAVEEN, AZ 85339



CLARCON-03

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/28/2012

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

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

|  |   |  |
|--|---|--|
| <b>PRODUCER</b><br>Wells Fargo Insurance Services USA, Inc.<br>CA DOI Lic. #0D08408 (916) 231-1741<br>11017 Cobblerock Drive, Suite 100<br>Rancho Cordova, CA 95670-6049 |   | <b>CONTACT NAME:</b> Lory A. Williams<br><b>PHONE (A/C, No., Ext.):</b> 916-231-7216<br><b>FAX (A/C, No.):</b> 916-231-1503<br><b>E-MAIL ADDRESS:</b> lory.a.williams@wellsfargo.com |
| <b>INSURED</b><br>Clark Consulting & Training Inc.<br>772 Omaha Avenue<br>Clovis, CA 93619   | <b>INSURER(S) AFFORDING COVERAGE</b>                  |  |
|  | <b>INSURER A:</b> Hartford Casualty Insurance Company | <b>NAIC #</b> 29424  |
|  | <b>INSURER B:</b> Continental Casualty Company        | 20443  |
|  | <b>INSURER C:</b>                                     |  |
|  | <b>INSURER D:</b>                                     |  |
|  | <b>INSURER E:</b>                                     |  |

**COVERAGES****CERTIFICATE NUMBER: 4112230****REVISION NUMBER: See below**

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  | ADDITIONAL INSURER | SUBROGATION | WARRANTY                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|-------------|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | X                  |             |                                     | 57SBAUZ5052   | 03/31/2012              | 03/31/2013              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC   |                    |             |                                     |               |                         |                         |   |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |                    |             |                                     | 57SBAUZ5052   | 03/31/2012              | 03/31/2013              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB  |                    |             |                                     |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                    |             | Y/N<br><input type="checkbox"/> N/A |               |                         |                         | WC STATUTORY LIMITS<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| B        | Professional Liability   |                    |             |                                     | 425382899     | 05/19/2011              | 05/19/2012              | 1,000,000   |

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

Certificate Holder included as an additional insured, per Endorsement Form IH1200 1185.

**CERTIFICATE HOLDER**Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 57 SBA UZ5052



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 CARLOTTA DRIVE  
CONCORD CA 94519  
RE: LOC 001/001

FRESNO UNIFIED SCHOOL DISTRICT  
2309 TULARE STREET  
FRESNO, CA 93721

LOC 001 BLDG 001  
LAVEEN ELEMENTARY SCHOOL DISTRICT  
9401 S 51ST AVENUE  
LAVEEN, AZ 85339