

Purchase Requisition # Ro0227

PERSONNEL SERVICES

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

JUN 03 2010

MDUSD

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

THIS AGREEMENT is made this 28 day of May, 2010, by and between the Mt. Diablo Unified School District (hereinafter "District") and DataWORKS Educational Research (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:

\$ 45,025.00 total fee for Services 175 - 3011 - 10 - 58
BUDGET CODE

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

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

The dollar amounts are different per day based upon services rendered. Please see the attached Contract #3171.

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 5/28/10. 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,

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

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

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

DISTRICT

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

CONTRACTOR

Name: DataWORKS Educational Research
 Address: 116 S. 7th Street
Fowler, CA 93625
 Phone: (800) 495-1550
 Fax: (800) 579-4222
 Tax ID #: _____

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

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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: *Ann Peterson* 5/28/10
Budget Administrator Date

By: *Janis P...* 6/2/2010
Date

Title: Principal

Title: General Manager

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

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

OR

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

Administrator's Signature Date

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

Ann Peterson
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

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

See attached copy of DataWORKS Education Research Contract #3171, dated May 11, 2010.

Services of Contractor arranged by

Signature

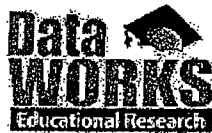
Principal, Delta View Elementary

Department / School

PERSONNEL SERVICES

JUN 03 2010

MDUSD



“Helping teachers ... so students learn more and learn faster”

**Delta View Elementary School
2010 StepUP Academy Contract**

Date of Contract:	May 11, 2010	P.O.#	
Name of School:	Delta View Elementary	Name of District:	Mt. Diablo Unified School District
Address:	2916 Rio Verde Pittsburg, CA 94565	Address:	1936 Carlotta Drive Concord, CA 94519
Telephone #:	925.261.0240	Telephone:	(925) 682-8000
Fax #:	925.261.0246	Fax #:	
Principal:	Susan Petersen	Contact Person:	
Email:	petersens@mdusd.k12.ca.us	Email:	

This is a contract between Delta View Elementary School and DataWORKS Educational Research for the following services:

Contract # 3171

Training	Purpose	Comments	Presenter subject to change	Job #	Cost
EDI Lesson Demonstration and Coaching	<p>Consultant will work with teachers and administrators to demonstrate in a classroom setting how an EDI lesson should be taught. Incoming K-6th Two teachers per grade level except for 6th grade (only one teacher).</p> <p>**Changes made to lessons, or the request of a different lesson, within five (5) business days of your scheduled Lesson Demonstration date, will result in the rescheduling of the service to a later date.</p>	<p>Date: June 1, 2 & 3, 2010</p> <p>Audience Qty: TBA</p> <p>Location: Delta View ES.</p> <p>Time: 8:00 am- 3:00 pm</p>	Cynthia Kampf, Ed.D.	11521	<p>\$3,500/day</p> <p>3 days</p> <p>K-1st 2nd - 3rd 4th - 6th</p> <p>Total cost for three days is: \$10,500</p>
StepUP Academy Teacher Training	<p>Teachers will be trained in the StepUP Academy procedures including establishing classroom norms, fluency development, and vocabulary development skills, lesson presentation considerations, and interactive and post lesson coaching techniques.</p> <p>StepUP Academy to run from August 2-20, 2010. A total of 15 days.</p>	<p>Date: July 30, 2010</p> <p>Audience Qty: 13 teachers</p> <p>Location: Delta View ES.</p> <p>Time: 8:00 am- 3:00 pm</p>	Silvia Ybarra, Ed.D.	11522	<p>\$4,500/day</p> <p>Total cost for one day is: \$4,500</p>

DataWORKS Educational Research

116 S. 7th Street, Fowler, CA 93625 • (800) 495-1550 • www.dataworks-ed.com

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StepUP Academy Lesson Development	<p>DataWORKS will develop EDI lessons modified for English learners. The number of lessons is determined by the length of the StepUP Academy and will include periodic review.</p> <p>English Language Arts Reading Comprehension Writing Vocabulary Development</p>	<p>All lessons will be written by DataWORKS then delivered to the school prior to the first scheduled workshop day.</p> <p>katie@dataworks-ed.com</p>	<p>Katie Burchfield from research is the contact for this service.</p>	<p>11523</p>	<p>No charge to the school for lessons as a part of this StepUP Academy contract.</p>
StepUP Academy Classroom Coaching	<p>A DataWORKS Researcher will:</p> <ul style="list-style-type: none"> Visit classrooms to determine how well teachers are using EDI with EL strategies and to train administrators in classroom observations and coaching providing interactive feedback to the teacher as needed. Give group feedback to teachers for one hour after each coaching day. <p>Academy Dates: August 2-20, 2010</p>	<p>Coaching Dates: August 2-4, 2010 August 10-12, 2010 August 18-20, 2010</p> <p>Audience Qty: 13 teachers</p> <p>Location: Delta View Elementary</p> <p>Academy Time: 8:00 am- 11:45 pm</p> <p>Group Feedback: 12:30-1:30 p.m.</p>	<p>Silvia Ybarra, Ed.D. 8/2/10 only. Cynthia Kampf, Ed.D. all other date scheduled</p>	<p>11524</p>	<p>\$2,500/ day</p> <p>3 days a week</p> <p>Total cost for 9 days of coaching is: \$22,500</p>
Student Handbook	<p>A student handbook with lessons will be provided for each student participating in the "StepUP Academy"</p> <p>Student support materials included:</p> <ul style="list-style-type: none"> Lessons Whiteboard-1 Dry-erase Marker-1 Pencil-1 Eraser Cloth-1 	<p>Student count per grade is needed at least two weeks prior to the start of the StepUP Academy. If no final count is received, the estimated amount listed will be used.</p>	<p>DW production department will produce the material.</p>	<p>11525</p>	<p>\$15.00/ea</p> <p>Estimate: 250 students</p> <p>Price reflects cost for one subject for a three week academy.</p> <p>Estimate cost for handouts 250 x \$15.00= \$3,750</p>



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<p>Teacher Manuals on Power Point Presentation CD</p>	<p>DataWORKS to provide one (1) Power Point presentation CD for each one of the teachers participating as opposed to hard copies of Teacher Manuals. DataWORKS to include one (1) hard copy of Teacher Manual per Grade level. This hard copy is available for School/District to use for additional printed copies if required. School/District to ensure that the proper equipment and technology is available at the site of presentation including a technician to supervise that the equipment functions properly at all times.</p>	<p>Teacher count provided by the school is 13</p>	<p>DW production department will produce the material.</p>		<p>Cost for one Power Point Presentation CD is \$75/teacher</p> <p>Total cost for 13 CD's is: \$975</p>
<p>Pre/Post Assessments</p>	<p>Pre and post assessments will be administered to students to determine improvement in academic achievement.</p> <p>District/school to send the following information to prepopulate the assessments: Student ID# Student First Name Student Last Name Teacher Name Incoming Grade Period (if Middle or High School)</p> <p>The contact for this service is Regina Barrett at the following email: regina@dataworks-ed.com</p>	<p>Student count: 250</p> <p>A report will be generated and returned within two weeks after receiving the assessments.</p>	<p>N/A</p>	<p>11536</p>	<p>\$12.00/ for the first 200 students (per subject) then \$8.00 thereafter</p> <p>200x \$12.00= \$2,400</p> <p>50x \$8.00= \$400</p> <p>Total cost for Assessments is \$2,800</p>

Total cost: \$45,025.00



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Extra cost will be incurred for any additional student or teacher materials, and/or additional coaching days are requested after the contract has been approved.

The total cost for all services will be \$45,025.00 (expenses included). Please send your purchase order for billing purposes and reference the Contract ID #3171 on the purchase order.

For the most effective group setting, DataWORKS has found that workshops with less than 50 attendees internalize and implement a greater amount of information over larger group settings.

DataWORKS reserves the right to charge the school or district for expenses incurred by our consultant when the DataWORKS consultant arrives on site for the scheduled services only to be told the school was unprepared to receive the consultant as scheduled. DataWORKS will accommodate any changes to the schedule with at least 48 hours of notification.

Please sign both originals and return one to DataWORKS.

Approved and accepted by:

Martha Aguilar 5-14-2010
DataWORKS Ed. Authorized Signature: Date:

Martha Aguilar - Vice President
Print Name and Title

Ann Pihon 5-22-10
School/District Authorized Signature: Date:

Susan Petersen
Print Name and Title

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)
DW Educational Research Inc.

Business name, if different from above
DataWORKS Educational Research

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address number, street, and apt. or suite no.
116 S. 7th Street

City, state, and ZIP code
Fowler, CA 93625

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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

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OR

Employer identification number

7	7	0	5	8	4	7	9	0
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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

Date

02/07/09

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 301.7701-8(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.

CERTIFICATE OF LIABILITY INSURANCE

OP ID BB
DWEDU-1

06/02/10

PRODUCER C.D. Simonian Insurance Agency P. O. Box 370 Fowler CA 93625-0370 Phone: 559-834-5333 Fax: 559-834-2626		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED DW Educational Research Inc. 116 S. 7th Street Fowler CA 93625		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: CNA - Commercial	12890
		INSURER B: Eagle Star Insurance Company	
		INSURER C: Oak River Insurance Company	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR SECT. / LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JCT <input type="checkbox"/> LOC	B 2084534444	11/25/09	11/25/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	81 BAP 2 1238690	01/04/10	01/04/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN CA ACC \$ AUTO ONLY AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$10,000	B 2095920642	11/25/09	11/25/10	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	2200017685-101	01/01/10	01/01/11	WC STATE-MANDATORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder named as "Additional Insured" on the General Liability Policy as per form SB-300120A attached.

CERTIFICATE HOLDER

CANCELLATION

MTDXA-1 Mt. Diablo Unified School District 1936 Carlotta Drive Concord CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2009/01)

The ACORD name and logo are registered marks of ACORD



SB-300120-A
(Ed. 01/06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:	MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE CONCORD, CA 94519
--	--

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

The following is added to Paragraph C. Who Is An Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Delta View Elementary School
Site Council Minutes

March 4, 2010

Members present: Susan Petersen, principal, Jackie De Vries, teacher, Mona Silveira, parent, Roshana Malek- Ashgar, parent, Yvonne Galvin, other school employee, Elaine Fontejon, parent, Mercedes Reese, parent, Raquel Echeverria, parent.

Members absent: Marcy McCullah, teacher; Rhonda Galanter, teacher.

Meeting called to order: 3:30

Members reviewed minutes of the February 18, 2010 meeting. Motion to approve minutes as written was made by Roshana Malek-Ashgar, and seconded by Mona Silveira. Motion passed unanimously.

Distinguished School Validation Visit: Mrs. Petersen reviewed the revised Distinguished School Team's agenda. The team will come on March 9, from 7:45 am to 3:30. There will be a musical welcome by the 5th grade students. The team will be going into the classrooms. They will be observing a few BoardMath® lessons. They will also observe a morning meeting. Site Council Members are invited to attend the luncheon. Also attending the luncheon, in addition to the teachers and site council members, will be some board members, other guests, and teachers from last year. Site council members are invited to meet with the team at 1:00 to 1:30. The team will hear another musical tribute by the second graders. The school has made binders for the team to review that show evidence of our practices and how they have been implemented. Included in the binder is information on best practices, conflict managers and how students can earn privilege passes.

Positions: Site Tech 2 (paid from school and library budget): we have to eliminate the position, as we did last year, because of uncertainty with our funding. Motion to eliminate the position for the 2010-2011 school year was made by Roshana Malek-Ashgar, and seconded by Elaine Galvin. The motion passed, Raquel Echeverria abstained. Another motion was made by Raquel Echeverria that we reinstate the Site Tech 2 position as soon as funds become available. Motion seconded by Roshanna Malek-Ashgar. Motion passed unanimously.

A motion was made to eliminate the position of the two day a week English Learner Support teacher funded through our EIA/LEP budget. Mrs. Petersen and some of the teachers are questioning whether it the best use of our funds at this time. Since we are not able to hire a teacher who is specifically suited to this position, it may be best to look at other uses of the money. A motion to eliminate the two-day per week English Learner Support Teacher position for the 2010-2011 school year was made by Roshanna Malek-Ashgar and seconded by Elaine Fontejon. The motion passed unanimously.

ARRA funding- \$79,400.00 has been received by Delta View to be used specifically for students that have academic needs. The teaching staff has recommended spending \$2,800.00 of this money for a web based math intervention program called **ixl** math. This can be accessed from home. We are considering an early back summer session of 3 to 4 weeks before school starts. This is the Step Up Academy which provides ongoing coaching, specific strategies, and direct instruction training. Students not at grade level will get pre taught the next year's curriculum. There has been a lot of success with this model. Teachers will have coaching, the Academy will create the lessons and teachers will focus on the delivery. A coach will be here three days a week and the coach will step

in and model how the lesson should be taught to be the most effective. Susan is in the process of gathering the costs for this academy. The Site Council was unanimously in favor of spending the ARRA funding for the IXL Math program and the Step Up Academy.

Public Comment- Elaine will be at the Distinguished School interview; Mercedes, Mona, Raquel and Roshanna will also be in attendance. Raquel is going to a CAFE conference provided by ELAC funds. Raquel thinks Susan is a wonderful principal, site members agreed.

Meeting adjourned at 4:20

Respectfully Submitted, Jackie De Vries

School Delta View Elementary

**Title I ARRA Targeted Assistance
SPSA Guidelines
2009-2010**

SPSA Reference	Additional Specific Actions/Strategies/Steps	Additional Evidence of Success
SPSA PI II a	IXL Math Intervention Learning Program Site License through 6/2011 (\$2800.00)	Improved math achievement - as evidenced by CA Benchmarks 3 + 4
SPSA PI III d	Step Up Academy - Early Back 3 week program K-6; EDI coaching/implementation	Improved ELA achievement at entry Sept 2010


Schoolsite Council Chairperson Signature

3/4/2010
Date