

Purchase Requisition # _____

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

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 1st day of July, by and between the Mt. Diablo Unified School District (hereinafter "District") and Advanced Interpreting Services (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:

\$ 24,500.00 total fee for Services 010 - 1300 - 36 - 5800
BUDGET CODE

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

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

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 07/01/2012. 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:	<u>Advanced Interpreting Services</u>
Address:	<u>PO Box 30737</u> <u>Walnut Creek, CA 94598</u>
Phone:	<u>925-305-7099</u>
Fax:	<u>925-459-5557</u>
Tax ID #:	<u>80-0532303</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

FEE SCHEDULE FOR INTERPRETATIONS

AIS provide services in over 100 languages. AIS Interpreters are qualified professionals, fully bilingual in both languages. They possess exceptional memory, listening and concentration skills, and they are able to accurately and clearly convey both the meaning and tone of the original statement.

*Minimum charge applies per each student's IEP, SST, Testing etc. based on job length, unless notified in advance:

2 hours minimum charge is required for every individual assignment anytime between 8am to 5pm. However some languages are difficult to obtain on short notice. We encourage our clients to provide AIS, within a timely manner, for any interpretation/translation requests, when possible. Contract interpreter will, at not time, be alone with students and will provide services under the supervision of a certificated employee of MDUSD at all times.

Travel Time: Mileage or travel time fee, notified in advance (if applicable)

Cancellation Policy: Minimum charge applies with less than 24 hours cancellation notice (business days Mon – Fri)

Interviews, IEP, Parent/Teacher Conferences, SST, Testing, Home Visits, Medical Evaluations, Conferences, Recorded Statements

Spanish Language

Hourly: \$55.00 per hour * 2 hours Minimum charge applies

All Other European Languages

Hourly: \$75/hr * 2 hours Minimum charge applies

Japanese & Korean

\$ 85.00/hr * 2 hours Minimum charge applies

Vietnamese, Tagalog & Chinese Languages (Cantonese, Mandarin, etc.)

Hourly: \$75/hr *2 hours Minimum charge applies

Mien, Laotian, Thai Languages

Hourly: \$85/hr *2 hours Minimum charge applies

Russian Language

Hourly: \$75/hr *2 hours Minimum charge applies

Persian Languages (Farsi, Dari, Pashto)

Hourly: \$75/hr *2 hours Minimum charge applies

Bosnian, Slavic languages

Hourly: \$85/hr

Indian languages (Hindi, Punjabi, Urdu, etc.)

Hourly: \$75/hr *2 hours Minimum charge applies

AIS Interpreting rate's description Our rates for interpretation are based on language, setting, time, etc.

Oral Translation (interpretation) All Languages-Within Contra Costa County

Oral Translation (consecutive in person)

\$55.00 to \$95.00 per hour (2 hours minimum)

Weekends, before 8:00 am or after 5:00 pm - \$80.00 to \$130 per hour

When certain languages demand a higher rate (depending on the interpreter) or travel time, AIS will call MDUSD to request approval of a higher fee for a particular interpreter and/or language.

The same rates apply to assignments and interpreters from outside the County

Mileage. All miles driven to the translation services location shall be reimbursed.

There is no charge for telephone calls made from AIS to clients if only scheduling or changing an appointment is required.

AIS Written Translation rate's description

A general guideline for rates based on complexity of the subject matter is \$0.15 - \$0.20/word per target language translated into Spanish minimum charge of \$60.00. If the document is provided in an electronic file (PDF, Word) or via fax, a fee of \$25.00 per page applies for formatting, based on the complexity of format. AIS will deliver the translated document in a Word format or PDF. No DTP services are provided by AIS.

For other languages, the general guideline based on complexity of the subject matter is \$0.18 - \$0.28/word per target language minimum charge of \$80.00. A fee of \$40.00 per page applies for formatting. No DTP services are provided by AIS

Rush Translation Rates: A translation project that needs to be delivered in a shorter time frame may carry up to a 30%-50% charge above our regular rates.

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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: _____

Budget Administrator

Date

Title: _____

Special Education Administrator

By: _____

[Signature]

7.27.12
Date

Title: _____

Owner

Authorized by: _____

Assistant or Associate Superintendent

Date

Mildred A. Brown 8/7/2012

Approved: _____

Assistant Superintendent of Personnel

Date

[Signature] 8/13/12

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.

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

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

General Description: Contractor will provide foreign language interpreters for Mt. Diablo USD on an as needed basis.

Rate of Service: Vary by language, see attached fee schedule.

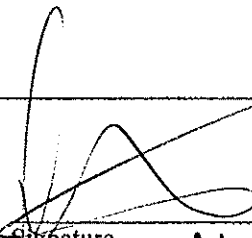
Not to exceed amount: \$24,500

contractor is not subject to Ed. Code 45125.1 regarding the submission of fingerprints to the Department of Justice because interpreters will, at no time, be alone with students. Contract interpreter will provide services under the supervision of a certificated employees of MDUSD at all times.

010 1300 36 5800

Service Period: ESY 2012 and 2012/2013 School Year

Services of Contractor arranged by

 Signature Michael D. Browne ESD 8/7/2012

Special Education / Dent Center

Department / School

ADVANCED INTERPRETING SERVICES

Any language, any time, any where...

P.O. Box 30737

Walnut Creek, CA 94598

Tel: (925) 305-7099 * Fax: (925) 459-5557

Email: advancedinterpreting@gmail.com

FEE SCHEDULE FOR INTERPRETATIONS

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Rush Translation Rates: A translation project that needs to be delivered in a shorter time frame may carry up to a 30%-50% charge above our regular rates.

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Marisol Padilla

Business name, if different from above. (See Specific Instruction on page 2)

Advanced Interpreting Services

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no.
P.O. Box 30737

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Walnut Creek, CA 94598

City, state and ZIP code

Tel # (925) 305-7099

Fax # (925) 459-5557

Email address: advancedinterpreting@gmail.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. 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 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

80-0532303

Part II Certification

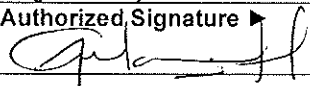
Under penalties of perjury, I certify that:

- 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 Services (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 an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, in compliance with the State Ethics Commission requirements.

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.

Sign Here

Authorized Signature



Date July, 25, 2012

Purpose of Form

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

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

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Please print or type

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/25/2012												
PRODUCER (415) 475-4300 PROFESSIONAL PROGRAM INSURANCE BROKERAGE 371 BEL MARIN KEYS BLVD., SUITE 220 NOVATO CA 94949-5662		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 MARISOL PADILLA DBA: ADVANCED INTERPRETING SERVICES P. O. BOX 30737 WALNUT CREEK, CA 94598		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: LLOYD'S OF LONDON</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: LLOYD'S OF LONDON		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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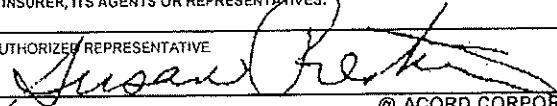
COVERAGES

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	TI/12-0010	6/24/2012	6/24/2013	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 2,500
						PERSONAL AND ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AG	\$
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				MED EXPENSE AGG.	\$ 5,000
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea. accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS		/ /	/ /	AUTO ONLY-EA. ACCIDENT	\$
		<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	OTHER THAN EA ACC	\$
		GARAGE LIABILITY		/ /	/ /	AUTO ONLY:	\$
		<input type="checkbox"/> ANY AUTO				EA ACC	\$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	AGG	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
		<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	AGGREGATE	\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATUTORY LIMITS	OTHE-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.I. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.I. DISEASE-EA EMPLOYEE	\$
						E.I. DISEASE-POLICY LIMIT	\$
A		OTHER				EACH OCCURRENCE:	\$1,000,000
		PROFESSIONAL LIABILITY	TI/12-0010	6/24/2012	6/24/2013	AGGREGATE:	\$1,000,000
		CLAIMS MADE					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION FOR THE ABOVE CAPTIONED POLICY BUT ONLY WITH REGARD TO LIABILITY ARISING SOLELY OUT OF THE ACTS, ERRORS, OR OMISSIONS OF THE NAMED INSURED LISTED ON THE POLICY DECLARATIONS PAGE.

CERTIFICATE HOLDER	CANCELLATION
MOUNT 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 10 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 

POLICY NUMBER: TI/12-0010

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENDORSEMENT

It is understood and agreed that in consideration of an additional premium of \$0 the following entity is added as an additional insured:

SCHEDULE

Name of Person or Organization (Additional Insured):

MOUNT DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE
CONCORD CA 94519

But solely to acts committed or alleged to have been committed by the Named Assured

Subject to the terms, conditions, limits and exclusions of the policy this endorsement is attached to.

All other terms and conditions remain unchanged.