

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 24th day of June, by and between the Mt. Diablo Unified School District (hereinafter "District") and Santa Clara County Office of Education (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:

\$ 54,000.00 total fee for Services 000 - 3143 - 36 - 5800
BUDGET CODE

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 54,000.00 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 08-01-14. 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,

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>Santa Clara County Office of Education</u>
1936 Carlotta Drive	Address: <u>1290 Ridder Park Drive MC 221</u>
Concord, CA 94519-1397	<u>San Jose, Ca. 95131</u>
Attn: Superintendent	
	Phone: <u>408-453-6706</u>
	Fax: <u>408-453-3668</u>
	Tax ID #: <u>77-0272168</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 # R80419

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: *Jonathan Perel* 6/26/14
Budget Administrator Date

By: *See Attached*
Date

Title: Administrator of Equity & Disproportionality

Title: Consultant

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.

Jonathan Perel 6/26/14
Administrator's Signature Date

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

Purchase Requisition # R80419

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

By: [Signature] 7/14/14
Date

Title: Administrator of Equity & Disproportionality

Title: Consultant

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input checked="" type="checkbox"/>	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	
<input type="checkbox"/>	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.

Originator's Signature

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

<i>Distribution</i> <i>original: Fiscal Services for payment</i> <i>copy: Contractor</i> <i>copy: Originator/Budget Administrator</i>
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Mt. Diablo Unified School District
and
Santa Clara County Office of Education

Memorandum of Understanding

6/19/2014

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the **Mt. Diablo Unified School District (MDUSD)** and **Santa Clara County Office of Education (SCCOE)** regarding activities related to training on PBIS Tier 1 PBIS training to 18 school sites.

1.0 SCCOE will provide

Positive Behavioral Interventions and Support (PBIS) is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors.

- 1.1 **Year 1 Trainings – Cohort 1 (18 school sites)**
 - **Tier 1 - Universal Systems School-wide PBIS Team Training** consisting of four training sessions on the development of systems that include:
 - 3-5 School-wide rules and behavioral expectations for universal school settings
 - Lesson plans for teaching expectations
 - Classroom Systems
 - Acknowledgment and consequence systems
 - Data-based decision making
- 1.2 **PBIS Coaches Training/Network** consisting of three training sessions per year to build local capacity within districts to provide ongoing coaching support and district leadership to support school implementation efforts. Training will be offered in the following areas:
 - Providing on-site coaching and professional development
 - Facilitating PBIS leadership meetings
 - Coordinating district action planning
 - Supporting implementation with fidelity with yearly assessments
- 1.3 **District Leadership Team Training** is held annually and assists district leadership in:
 - Effective implementation and evaluation
 - Building District training capacity and sustainability efforts of PBIS.
 - Resource allocation

- Policy development
- 1.4 **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org) by the district in order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
 - 1.5 **Technical Assistance** providing coaching and building district capacity in-order to sustain PBIS implementation and efforts.
 - Provide timely technical assistance and coaching supports.
 - Customize trainings to meet needs of the school district and school sites working alongside with District PBIS Coordinator/Trainer and/or PBIS Coach.

2.0 Mt. Diablo Unified School District will provide
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- 2.1 The District will work collaboratively with the Consultant to provide PBIS Tier 1 trainings and PBIS coaching support to the District PBIS Coaches/Coordinator and school sites participating in PBIS trainings and implementation.
- 2.2 The District and school sites participating in Tier 1 SW-PBIS trainings will complete and commit to the SCCOE PBIS District and School Site commitment forms (see attached).
- 2.3 The District will identify a PBIS Coordinator/Trainer to begin co-facilitating with the consultant to build district training capacity for Tier 1 SW-PBIS team trainings.
- 2.4 The District and school sites participating in Year 1 Tier 1 SW-PBIS trainings will
 - Tier 1 - Develop products from trainings that contribute to implementation (meeting schedule, presentations to staff, rules, expectations matrices, lesson plans, acknowledgment systems, referral forms and processes, etc.) that will coincide with training content and assigned tasks. Products will be collected in a portfolio and contribute to a school's PBIS Handbook, which will be a product of the Year 1 training.
 - School teams will also complete a self-assessment – the Team Implementation Checklist (TIC) – between trainings as a measure of the effectiveness of training to support implementation.
 - School teams will also provide staff trainings to begin the buy-in process with school staff on PBIS.
 - School teams will administer the PBIS Self-Assessment Survey (SAS) to all school staff to identify strengths and needs of school climate efforts:

Original document must be signed by all parties and forward to:

Santa Clara County Office of Education
 Education Services Administration
 1290 Ridder Park Drive MC 221
 San Jose, CA 95131

- 2.5 The District will sign District Permission Form granting permission to SCCOE to have access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
- 2.6 If trainings are hosted by the district, the district will ensure that trainers and training participants will have access to the internet. All training materials will be accessed through <http://pbis.sccoe.org>. SCCOE will not provide hard copies of training materials. The district will inform all training participants that if they wish to access training materials it is recommended to bring a laptop or device that will allow them to access the internet and online website for training materials.

3.0 Articulation of Resources/Monies

- 3.1 The term of this MOU will be one year, beginning on August 1, 2014 and extending until June 30, 2015.
- 3.2 This MOU may be terminated by either the district or COE at any time prior to the date of expiration if such a decision is reported to the other signatory by written notice three (3) months in advance.
- 3.3 During the time the MOU is in effect, the parties may amend the terms of the MOU to improve the effectiveness of the district implementation of Corrective Action 6 and the county technical assistance. The amendments shall be in writing.
- 3.4 Unless otherwise stipulated, any amendments to this MOU will take effect when signed by HUSD and Santa Clara COE.
- 3.5 The total amount of \$54,000, (\$3,000 x 18) for participating school sites (PBIS Tier 1 training x 4 days, Coaches Trainings x 3 days, District Leadership Team training x 1 day); will be paid to SCCOE by MDUSD.

4.0 Insurance/Hold Harmless

- 4.1 Insurance: SCCOE and District shall maintain a certificate of insurance in the business office of each respective office.
- 4.2 Indemnity: SCCOE and District shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the memorandum of understanding.

Santa Clara County Office of Education
District-wide Positive Behavior Support Commitment for District-wide PBS

District _____ Date _____ Administrator _____

The following commitments are necessary to develop a District PBS Coaching Model.

Requirement/ Commitment	Details	Completion/ Commitment Date
1. Political Support	<ol style="list-style-type: none"> Student social behavior and/or school climate is top five goals for the district? PBS efforts connected with District global goals and efforts (academics, etc.)? District PBS Leadership team reports to school board & superintendent at least annually? PBS policy statement developed? District level administrator is identified as coordinator of district PBS efforts 	Date _____
2. Funding	<ol style="list-style-type: none"> Funding sources identified so district is able to support coaching infrastructure to support school implementation for at least 3 years. (Recommend 0.1 FTE/ PBS school; may be within district or contracted w/ ESD to provide coaching) Funding sources so buildings are able to send teams to training throughout the school year for at least 3 years. 	Date _____
3. Coordination	<ol style="list-style-type: none"> District PBS Leadership team (District Admin team + PBS Coach) will meet at least quarterly? Leadership meeting is hosted by a district-level administrator PBS Coach coordinates district PBS training calendar & evaluation schedule 	Date _____
4. Coaching Capacity	<ol style="list-style-type: none"> Monthly PBS Team Leader meetings attended by school PBS team leaders/facilitators (after 1st year MAY move to every 2 months). FTE for on-site coaching support to school PBS teams 	Date _____
5. Training Capacity	<ol style="list-style-type: none"> PBS Coach leads on-going training of school PBS teams. On-going professional development for district PBS Coach (State PBS trainings) Train evaluators within the district (e.g. SET, SWIS, PBS Surveys, etc.) 	Date _____
6. Demonstrations	<p>Identify participating schools (3+ schools or 50% of schools in districts with less than 5 schools) that sign commitment: List schools (attach School Commitment sheets)</p> <ol style="list-style-type: none"> _____ 4. _____ 7. _____ 5. _____ 8. _____ 6. _____ 9. 	Date _____
7. School-wide PBS Evaluation	<ol style="list-style-type: none"> Annual SET evaluation & quarterly TIC Discipline data system capable of aggregating SW data at participating schools (e.g. SWIS) 	Date _____

I understand and agree to the above commitments to qualify for the School-wide PBS Training series and support.

Administrator _____ Date _____

Santa Clara County Office of Education

School-wide Positive Behavioral Interventions & Supports (SW-PBIS) Commitment for Training

School _____ District _____

Principal _____ Date _____

The following commitments are necessary before a school can attend the SW PBIS training.

Requirement/ Commitment	Details	Completion/ Commitment Date
1. Political Support	<ul style="list-style-type: none"> a. Student social behavior is identified in top 3 goals for school improvement b. School principal & staff will make a 3 year commitment to implement SW-PBIS 	Date _____
2. Identify a SW PBIS team	<p>Must be representative of whole school staff (at least 1 from each area):</p> <ul style="list-style-type: none"> a. Building administrator b. Gen Ed teachers (representative of grade levels in building) c. Special Ed Staff d. Specials Staff (library staff, computer staff, P.E., etc.) e. Instructional classified Staff (aides, assistants) f. Building classified staff (office staff, custodian, recess/lunch supervisors) 	Date _____
3. Identify a Team Leader	Should not be building administrator, preferably strong General Education staff member. Team Leader will usually facilitate meetings and attend monthly PBIS Team Leaders meetings with other PBIS Team Leaders.	Date _____
4. Attend SW PBIS trainings	Entire team will attend all SW PBIS Trainings (4 days of training – dates TBD)	Date _____
5. Monthly Team meetings	SW-PBIS Team will hold at least one meeting per month at school site to plan, develop, monitor and sustain implementation of SW PBIS programs	Date _____
6. PBIS presence in school staff meetings	Allocate 5-15 minutes per month at staff meeting to provide updates and receive feedback from staff on PBIS efforts	Date _____
7. School-wide PBIS Evaluation	<ul style="list-style-type: none"> a. Implement a data system that provides capacity to examine discipline referral data on a school-wide level (e.g. SWIS Big Five graphs; www.swis.org) b. Schedule annual evaluation/ needs assessment of behavior support programs at your school (2 hour requirement over lunch hour during school day) 	Date _____

I understand and agree to the above commitments to qualify for the School-wide PBIS Training series and support.

Principal _____ signature _____ Date _____

Original document must be signed by all parties and forward to:

Santa Clara County Office of Education
Education Services Administration
1290 Ridder Park Drive MC 221
San Jose, CA 95131

SANTA CLARA COUNTY  OFFICE OF EDUCATION

Janeen
CONTRACT INITIATOR

Business Branch
Risk Management Department, MC 262


RECEIVED


JUL 14 2014

Educational Services

DATE: July 1, 2014

TO: Angelica Ramsey, Chief of Educational Services

FROM: Barbara Coats, Director of Risk Management 

SUBJECT: Contract ready for signature - 

The attached contract has been reviewed for all required elements by Risk Management. It is now ready for your final review and signature.

Janeen: The RM# will be assigned when fully executed contract is returned to Risk Management.

Thank you.

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-6505	AI	CERTIFICATE OF COVERAGE	07/22/2014
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CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #OC36861

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 BELOW. THIS CERTIFICATE OF COVERAGE 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 and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:
 SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA)
 1792 TRIBUTE ROAD
 SUITE 450
 SACRAMENTO, CA 95815

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input type="checkbox"/> <input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA-PE 14 EL-80	07/01/2014	07/01/2015	Difference between \$2,000,000 and the Member's Self-Insured Retention of \$250,000 Completed Operations Aggregate Applies

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN SANTA CLARA COUNTY OFFICE OF EDUCATION AND MT. DIABLO UNIFIED SCHOOL DISTRICT FOR POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORT (PBIS) TRAINING.

MT. DIABLO UNIFIED SCHOOL DISTRICT, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY. PURSUANT TO ENDORSEMENT NUMBER U-10.

SANTA CLARA COUNTY OFFICE OF EDUCATION IS A MEMBER OF SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY

Certificate Holder

MT. DIABLO UNIFIED SCHOOL DISTRICT
 1936 CARLOTTA DR.
 CONCORD, CA 94519

Cancellation

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

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

ENDORSEMENT NO. U-1

CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: PER ATTACHED CERTIFICATE OF COVERAGE

Issue Date: June 27, 2014



Authorized Representative
CSAC Excess Insurance Authority

ENDORSEMENT NO. U-10

CSAC EXCESS INSURANCE AUTHORITY GENERAL LIABILITY I

AMENDATORY ENDORSEMENT-PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if, because of liability arising out of or in connection with the operation of any clinic or established health care facility, coverage for **damages** is available under this Memorandum and under the Authority's Medical Malpractice Program, it shall be conclusively presumed that the coverage afforded under the Medical Malpractice Program shall be primary and any coverage available under this Memorandum shall be excess only. For claims to which this provision applies, the exhaustion of the Authority's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: EIA 14 EL-00

Issued to: ALL MEMBERS

Issue Date: June 24, 2014


Authorized Representative
CSAC Excess Insurance Authority

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
SANTA CLARA COUNTY OFFICE OF EDUCATION

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see Instructions) ▶ **Educational Institution**

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
1290 Ridder Park Drive

City, state, and ZIP code
San Jose, CA 95131-2304

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.

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

Social security number								
			-					

Employer identification number									
7	7	-	0	2	7	2	1	6	8

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. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ *Jackie Durham* Date ▶ *12/17/13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of 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 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. 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.