



# John F. Kennedy University

INSPIRING DREAMS, REALIZING POTENTIAL.

GRADUATE SCHOOL OF PROFESSIONAL PSYCHOLOGY  
COMMUNITY COUNSELING CENTER/SCHOOL-BASED PROGRAM

October 1, 2009

Chris Wilburn  
FAX #: (925) 674-0514

## Declaration of Department of Justice Clearance by Subcontractor

I affirm that we at John F. Kennedy University have received clearance from the California Department of Justice upon completion of criminal background investigations of the following employees/trainees and will be providing services to Mt. Diablo Unified School District:

Patricia Bernstein  
Sara Brashear  
Iara Campos-Davids  
David Chenok  
Stephen Delaney  
Valerie Downing  
Emily Gilmore  
Brigette Girardey  
Faiza Kanwer  
Nicole Martinez  
Brandi Mayta  
Rachel Moran  
Amanda Schultz  
Laura Shlien

I further agree that I will advise the Mt. Diablo Unified School District in the event that I receive notice of subsequent arrest of this employee.

If you have any questions please call me, the Administrative Coordinator LaShell McGhee, at (925) 798-9240 ext. 7984 or the School-Based Program Director Rina Baker at ext. 7985.

By: 

Date: October 1, 2009

Title: Administrative Coordinator

# ACORD CERTIFICATE OF LIABILITY INSURANCE


<b>PRODUCER</b> Wells Fargo of California (inc) Ins Services, Inc. Lic#0352275 2030 Main Street, Suite 200 Irvine CA 92614-7253 Phone: 949-225-6900 Fax: 949-225-6919	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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  John F. Kennedy University 100 Ellinwood Way Pleasant Hill CA 94523-4817	INSURER A: Philadelphia Indemnity Ins. Co	
	INSURER B:	
	INSURER C:	
	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 ACORD LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK351405	09/29/09	09/29/10	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*10 days notice of cancellation for non payment of premium.

<b>CERTIFICATE HOLDER</b>  Mt. Diablo Unified School Dist Marie Fabie Special Education Center 1936 Carlotta Ave. Concord CA 94519	<b>CANCELLATION</b> 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 
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12. 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.
13. 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: Mildred D. Browne, Ed.D.  
Budget Administrator

By: Steven A. Stargardt 9/30/09  
Date

Title: Assistant Superintendent  
Pupil Services/Special Education

Title: President, John F Kennedy University

Authorized by: Mildred D. Browne Ed.D. 9/29/09  
Assistant or Associate Superintendent Date

Approved: \_\_\_\_\_  
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input 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 checked="" 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.
<u>Mildred D. Browne</u> Administrator's Signature	<u>9/30/09</u> Date

Upon completion of Services, sign below and forward original contract to Fiscal Services for payment.

Mildred D. Browne Ed.D. 9/29/09  
Originator's Signature Date Phone

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

000.1901.42.5100  
Budget Code

Additional forms may be obtained from the offices of the Assistant Superintendent of Elementary Education and the Associate Superintendent of Educational Services or the Fiscal Services web site:  
[www.mdusd.k12.ca.us/fiscal/pdf/contract.pdf](http://www.mdusd.k12.ca.us/fiscal/pdf/contract.pdf)