

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 28th day of June 2010, by and between the Mt. Diablo Unified School District (hereinafter "District") and Solution Tree (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:

\$ 63,098.18 total fee for Services

$$\begin{array}{r}
 355 - 3825 - 10 - 5800 = 18,200.18 \\
 \hline
 355 - 3011 - 10 - 5800 = 44,898.00 \\
 \text{BUDGET CODE}
 \end{array}$$

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

- a. \$ _____ per hour,
- 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. *Refer to Exhibit B in Solution Tree Contract for Schedule of Payments.* Contractor shall be responsible for all expenses incurred in association with the performance of the Services. *JPW*

3. Term and Termination. This Agreement will become effective on 9/1/2010. 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. *Host is responsible for incurred travel costs.*

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, *JPW*

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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>Solution Tree</u>
Address:	<u>555 N. Morton Street</u> <u>Bloomington, IN 47404</u>
Phone:	<u>(800) 733-6786</u>
Fax:	<u>(800)308-3135</u>
Tax ID #:	<u>35-2026417</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 ^{and the Solution Tree Contract} 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: _____
Budget Administrator Date

By: [Signature] _____ 6/29/10
Date

Title: _____
Principal

Title: CFO _____

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.

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 Exhibit A -Description of Services. All efforts will be made by Solution Tree to make alternative arrangements for the 8/19/2011 and the 8/22/11 Workshops, should MDHS not have those days as their designated Professional Development Days.

Services of Contractor arranged by

Signature

Department / School



Solution Tree

555 North Morton Street
Bloomington, IN 47404
812.336.7700; 866.308.3135 FAX
www.solution-tree.com

HOST CONTRACT

THIS CONTRACT entered into by and between Solution Tree Inc., an Indiana Corporation whose principal place of business is located at 555 North Morton Street, Bloomington, Indiana 47404, (hereinafter referred to as "Consultant"), and Mt. Diablo Unified School District, 1936 Carlotta Dr., Concord, CA 94519 (hereinafter referred to as "Host").

WITNESSETH

WHEREAS, Consultant is engaged in the business of organizing and promoting educational consultancies and workshops and of meeting the needs of educators;

WHEREAS, Consultant is desirous of providing the personal services of an "Associate" to make presentations and provide consulting for the Host on the following educational topic: (see Exhibit A—Description of Services);

WHEREAS, Consultant is a nationally recognized leader in the field of staff development and is desirous of offering such services to the Host;

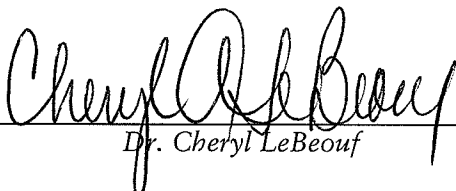
NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the parties now agree as follows:

1. **Nature of Contract** The parties acknowledge that the Host is engaging Consultant's services as an independent contractor.
2. **Compensation** As compensation for services and resources to be provided hereunder, Consultant will be paid a non-refundable deposit of 20% of the total Contract, \$12,619.64, which will be applied toward payment of the total Contract amount, \$63,098.18 and is due to Consultant upon execution of the Contract (See Exhibit B—Schedule of Payments).
3. **Duties of Consultant** Consultant agrees to provide an Associate to disseminate information for Mt. Diablo Unified School District on the date(s) listed (see Exhibit A—Description of Services).
4. **Travel Arrangements and Expenses** Travel and lodging expenses for the Associate are included in the total Contract. The Associate shall make all travel arrangements in conjunction with the Host.
5. **Payment** Consultant shall submit an invoice for each training session. Resources purchased in conjunction with the training are included in the total cost and will be included in the first invoiced session (or in the session corresponding to delivery). Host will provide a purchase order for the entire amount of the Contract prior to the commencement of Consultant duties. Payment is due upon receipt of invoice. Late payments may be subject to a Finance Charge of 1.5% monthly. (see Exhibit B Schedule of Payment).
6. **Nonperformance Arising From Events Out of Control of Parties** In the event Consultant fails to perform under the terms of this Contract as result of events or circumstances outside of Consultant control, such as illness, acts of nature, etc., Consultant agrees to offer services at a later date, provided such can be rescheduled with the Host. Consultant shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Consultant from performing under this Contract. Should Host cancel for any reason at any time prior to ninety (90) days before scheduled event, Host forfeits the 20% deposit. In the event that Host cancels this agreement within 90 days or less of the scheduled event,

Host shall be liable to pay the 20% deposit plus any additional expenses incurred by Consultant in performance of this agreement.

7. **Recording of Presentation** All audio and video recording is prohibited without written consent from Consultant and Associate.
8. **Remedies** In the event Consultant breaches this Contract, Host may immediately terminate this Contract, and in addition may recover compensatory and consequential damages and costs arising from the breach, and may seek all legal and equitable remedies available under law. In the event the Host breaches the Contract, Consultant may do the same.
9. **Attorney Fees** In the event of a breach of this Contract, the nonbreaching party may recover, in addition to any damages or other remedies, reasonable attorney fees and costs incurred in the enforcement of this Contract.
10. **Nonassignability** This is a personal services Contract, and the obligations under this Contract are not assignable by Consultant without the prior written consent of the Host.
11. **Notices** All notices to be given under this Contract shall be sent by certified mail to Consultant at Solution Tree, 555 North Morton Street, Bloomington, IN 47404, and to Host at Mt. Diablo Unified School District, 1936 Carlotta Dr., Concord, CA 94519, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
12. **Severability** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.
13. **Governing Laws/Exclusive Jurisdiction** This Contract shall be construed and interpreted in accordance with the laws of the State of Indiana, and the parties agree that the courts of the State of Indiana shall have exclusive jurisdiction over any legal proceedings commenced in connection with this Contract.
14. **Entire Contract** This Contract constitutes the entire Contract of the parties. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this document on this day, June 28, 2010. The pricing contained in this Contract will expire 30 days from date of issue unless signed and returned with a valid purchase order and deposit.



Mt. Diablo Unified School District

Date: 6-29-10

SOLUTION TREE, INC.

*Shannon R. Ritz, Director, Professional
Development
Solution Tree, Inc.*

Date: _____

Exhibit A
Description of Services

Assessment Workshop: (2 days on-site)		
Group Size: 100	Group Makeup: Administrators, teachers, and key school staff	Cost: \$13,000.00 (\$6,500.00 per day, inclusive)
<p>Description of Service—The Assessment Workshop will provide school leaders and teaching staff with the knowledge and skills necessary to create a balanced assessment system that includes common assessments given by teams. A possible format for the workshop is:</p> <p>Day 1: The PLC/Assessment Associate will spend ½ day with district staff and school principals discussing leadership in assessment and how to assist school teams as they create common assessments. In the afternoon, the Associate will provide an overview of assessment for teachers to increase assessment literacy. Concepts like formative vs. summative, using standards to drive instruction and assessment, and quality assessment design will be the focus.</p> <p>Day 2: The Associate will work with teacher teams to develop common assessments as well as explain the rationale behind common assessments in a PLC.</p>		
Dates: December 4, 2010 and February 19, 2011		
Associate: Tom Hierck		

PLC Culture Workshop: (1 day on-site)		
Group Size: 100	Group Makeup: Administrators, teachers, and key school staff	Cost: \$6,500.00 (inclusive)
<p>Description of Service—The PLC Culture Workshop will address the school culture in Mt. Diablo High School with a dynamic, motivating on-site presentation. The PLC Associate will provide a brief overview of the three big ideas of a Professional Learning Community and then focus on the moral imperative of all students learning. The Associate will also address the shifts in a school’s fundamental purpose, focus, use of assessment, response when students do not learn, and the work of the teachers.</p>		
Date: January 8, 2011		
Author: Anthony Muhammad		

Using Data Workshop: (1 day on-site)		
Group Size: 100	Group Makeup: Administrators, teachers, and key school staff	Cost: \$6,500.00 (inclusive)
<p>Description of Service—The Using Data Workshop will lead teacher teams through the process of collecting the right types of data, analyzing it, and taking action based on the results. The Associate will address writing SMART Goals that are data driven, using data to drive instruction/assessment/interventions, and sharing data in teams.</p>		
Dates: March 12, 2011		
Associate: Paul Farmer		

Customized Pyramid Response to Intervention Workshop: (2 days on site)		
Group Size: 100	Group Makeup: Administrators, teachers, key school staff	Cost: \$13,000.00 (\$6,500.00 per day, inclusive)
<p>Description of Service—Customized Pyramid Response to Intervention Workshop will build the next level of intervention beyond effective classroom instruction. They will answer the third and fourth questions of a PLC: “What will we do when they have not learned it?” and “What will we do when they already know it?” The PRTI Workshops will also assist Mt. Diablo High School in correctly implementing RTI through building a tiered system of interventions. A possible design for the workshop is:</p> <p>Day 1: The PRTI Associate will spend ½ day with district staff and school principals discussing leadership in building and sustaining a system of interventions and how to assist school teams as they work with current programs and schedules to ensure all students learn. During the afternoon, the Associate will work with principals and teacher leaders to begin building a system of interventions.</p> <p>Day 2: The Associate will present an interactive workshop for teacher teams focusing on the role of teachers in the system of interventions.</p> <p>Concurrent with or following the PRTI workshops, teacher teams should participate in a book study using <i>Pyramid Response to Intervention</i>.</p>		
Dates: August 19 and 22, 2011		
Associate: Dennis King		

Why Culture Counts Workshop: (1 day on site)		
Group Size: 100	Group Makeup: Administrators, teachers, key school staff	Cost: \$6,000.00 (inclusive)
<p>Description of Service—A Why Culture Counts Workshop will address the diverse needs of Mt. Diablo High School’s student body and the importance of teacher-student relationships.</p> <p>The workshop will show why it is vital to take into account the needs, beliefs, and values that children of poverty and diverse learners bring to class every day. Possible topics to include:</p> <ul style="list-style-type: none"> • How to create a culturally responsive classroom • The difference between collectivist and individualist learners • How to differentiate for context, content, product, process, and assessment • How the brain processes learning tasks • How to build resilience in students at risk 		
Dates: October 8, 2011		
Author: Donna Walker Tileston		

PLC Interactive Video Conferencing		
Group Size: ~5	Group Makeup: District and school administrators	Cost: \$3,300.00 (\$1,650 per 75 minute session)
<p>Description of Service—PLC Interactive Video Conferencing will provide district staff and school principals with the coaching support vital to their leadership throughout the PLC</p>		

process. IVC sessions can be used to ask questions about the role of the administrator in developing and supporting PLCs as well as their focus on results.

Dates: October 12, 2011 time 2:30-3:45pm
December 14, 2011 time 2:30-3:45pm

Associate: Paul Farmer

PLC Progress Report: (1 day on-site, 2 days off-site)

Group Size: N/A

Group Makeup:
Administrators, teachers, key
school staff

Cost: \$8,900.00 (inclusive)

Description of Service— The PLC at Work™ Progress Report provides an unbiased observation of a school’s current practices and outlines next action steps. Because there is no “checklist” for building a strong PLC, the process is not linear. It is always helpful to step back periodically to consider what has already been accomplished, as well as what would be the most beneficial next step in the process of deep PLC implementation.

The PLC at Work™ Progress Report assesses a school’s development based on the 3 Big Ideas of a PLC:

1. **Focus on learning** and commit to learning for all students.
2. **Build a collaborative culture** in which everyone accepts collective responsibility for student learning.
3. **Focus on results** using evidence of student learning to inform professional practice and intervene for students who experience difficulty.

The Progress Report Facilitation Team

The PLC at Work™ Progress Report brings an expert Facilitation Team to your school to assist in the analysis of current practices and identification of improvement strategies. All Teams have been carefully selected based on their specific expertise in the practices of PLCs and their success in implementing those practices in the real world of schools. They are able to draw upon their personal experiences in bringing the PLC at Work™ concept to life, and their experience has been deepened by working with practitioners at all levels implementing the PLC at Work™ concept in schools and districts throughout North America. Finally, the Teams have been trained to conduct the PLC at Work™ Progress Report by the architects of the PLC at Work™ model—Richard DuFour, Robert Eaker, and Rebecca DuFour. Each Team is uniquely qualified to offer this service to schools and districts.

During the process, the Facilitation Team will:

1. **Guide** educators in preparing for a productive on-site visit and address any questions or concerns prior to the visit.
2. **Review** extensive school data, including statistics on student achievement, engagement, attendance, discipline, and demographics.
3. **Analyze** the results of the PLC at Work™ Staff Survey.
4. **Examine** artifacts and products created by educators in the school.

5. **Conduct** focus groups to explore and clarify the practices of the school.
6. **Draft** a comprehensive written report of their findings that includes school-specific commendations and recommendations for high-leverage steps the school can take to advance on the PLC journey.

Before the report is delivered to the school, it will be reviewed by experts Richard DuFour, Rebecca DuFour, and Robert Eaker for their approval of the analysis and guidance offered therein.

The Process

Solution Tree understands that educators deal with daunting demands on their time. The preliminary work required prior to the on-site visit has been organized specifically to minimize the time required of educators and to ensure a focused and effective experience. Solution Tree will provide the school with tools, templates, and assistance that will enable staff to prepare for the on-site visit. Preparation steps include:

1. Completing a document entitled, "Paint a Data Picture of Your School" from *Learning by Doing* (DuFour, DuFour, Eaker, & Many, 2006.), and sending it via email to the Facilitation Team
2. Submitting school data on student achievement, engagement, attendance, discipline, demographics, graduation, and other relevant areas to the Facilitation Team
3. Completing the PLC at Work™ Staff Survey, an online survey through which results are collected in real time
4. Preparing a presentation highlighting the school's unique personality, accomplishments, and challenges
5. Gathering and organizing products created by collaborative teams and/or the school at large for an extensive review by the Facilitation Team during the on-site visit
6. Selecting participants for focus groups (two to three per school) that will be conducted during the on-site visit

The On-Site Visit

Step 1

The Facilitation Team will arrive at the school prior to the start of classes to review the day's agenda with the principal, leadership team, and/or other designated individuals.

Step 2

The school administration and/or leadership team will give a 30–45 minute presentation that highlights the school's achievement data.

Step 3

The administration and/or leadership team will lead the Facilitation Team through a review of the school's artifacts and products. The Facilitation Team will also use this time to gather more information on the school and its practices.

Step 4

The Facilitation Team will conduct formal, structured dialogues with two to three focus groups comprised of representative teachers and staff.

Step 5

The Facilitation Team will meet with the administration and/or leadership team to answer any final questions and explain the nature of and timeline for the written report that Solution Tree will present to the school.

The Final Report

The final report of findings and recommendations is structured around the 3 Big Ideas of a PLC and offers personalized next steps endorsed by Richard DuFour, Robert Eaker, and Rebecca DuFour. Within a month after the on-site visit, Solution Tree will present the school with hard copy and electronic versions of the completed Progress Report, citing accomplishments and strengths and recommending high-leverage next steps designed to improve the staff's collective capacity to function as a PLC. The Facilitation Team will be available to address any questions the staff may have about the report or further PLC implementation issues during a debriefing with the school stakeholders.

Dates: January 11, 2012

Associates: Sam Ritchie and Barb Bushnell

Total Resources:

Building a Professional Learning Community (Cost of 10 copies at \$29.95 with a 20% volume and PD discount, \$239.60)

Revisiting PLC's at Work (Cost of 10 copies at \$34.95 with a 20% volume and PD discount, \$279.60)

The Collaborative Administrator (Cost of 10 copies at \$29.95 with a 20% volume and PD discount, \$239.60)

The Collaborative Teacher (Cost of 85 copies at \$29.95 with a 30% volume and PD discount, \$1,782.03)

Teacher as Assessment Leader (Cost of 30 copies at \$29.95 with a 30% volume and PD discount, \$718.80)

Learning By Doing 2nd Edition (Cost of 30 copies at \$34.95 with a 30% volume and PD discount, \$733.95)

Redefining the Norm: Learning for All, DVD Keynote, Anthony Muhammad (Cost of 1 copy, \$295.00)

Why Culture Counts (Cost of 30 copies at \$24.95 with 20% volume and PD discount, \$598.80.)

Pyramid Response to Intervention (Cost of 30 copies at \$27.95 with 20% discount, \$ 670.80.

Shipping and Handling: \$340.00

Total PD Cost: \$57,200.00

Total Resource Cost with S&H: \$5,898.18

Total Cost: \$63,098.18

Exhibit B
Schedule of Payment

Description	Payment	Expected Invoice Date
Deposit	\$ 12,619.64	Upon execution of Contract
Session 1 and resources	\$ 9,918.54	December 4, 2010
Session 2	\$ 5,200.00	January 8, 2011
Session 3	\$ 5,200.00	February 19, 2011
Session 4	\$ 5,200.00	March 12, 2011
Session 5	\$ 10,400.00	August 19, 2011
Session 6	\$ 6,120.00	October 8, 2011
Session 7	\$ 1,320.00	December 14, 2011
Session 8	\$ 7,120.00	January 11, 2012

Exhibit C
Contract Information

Please provide the following information in all three sections:

Who will be the contact person for the work?

Contact: Kate McClatchy
Title: Principal
Phone: 925-682-4030 X3400
E-mail: McclatchyK@mdusd.k12.ca.us
Fax: 925-687-9658

Who will receive and pay the invoices?

Contact: Virginia Wisyanski
Title: Fiscal Analyst
Phone: 925-682-8000 X4088
E-mail: Wisyanski@mdusd.k12.ca.us
Fax: 925-609-8768

Shipping Information (required for resource delivery)

Shipping Contact: Kate McClatchy
Shipping Address: Mt. Diablo High School
City, State, Zip: 2450 Grant St.
Concord, CA 94520-2297
Phone: 925-687-9658
Delivery Date: Not in July
Delivery Times: 10:00am - 2:30pm
Choose one: Do you have a Delivery Dock?
 Do you have double doors (for pallet)?
 Do you require inside delivery?

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) Solution Tree, INC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 555 N. Morton Street	Requester's name and address (optional)
City, state, and ZIP code Bloomington, IN 47404	
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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
or
Employer identification number 35 : 2026417

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. citizen or other U.S. person (defined below).

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 ▶ CEO	Date ▶ 9/18/08
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General Instructions

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

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.

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.

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.

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 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 8T
SOLUT-6

DATE (MM/DD/YYYY)

06/14/10

PRODUCER Hylant Group Inc-Indianapolis 100 South College Ave, #230 Bloomington IN 47404 Phone: 812-332-4484 Fax: 812-333-3068	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Solution Tree, Inc Attn: Jim Watson, CFO 555 N. Morton Street Bloomington IN 47404	INSURER A: Federal Insurance Company	020281
	INSURER B: Travelers Insurance Companies	
	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 ADD'L LTR	INSRE	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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35905835	05/01/10	05/01/11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ Incl
						Empl Ben	1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73557217	05/01/10	05/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A						BODILY INJURY (Per person)	\$
A						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	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$nil	79849616	05/01/10	05/01/11	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	71722150	05/01/10	05/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
						OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
B		Misc Prof Liab	104933702	05/01/10	05/01/11	WRAP Pol	\$1,000,000
A		Personal Property	35905835	05/01/10	05/01/11	Pers Prop	\$2,400,000

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

It is agreed the certificate holder, Mt. Diablo Unified School District is designated as an Additional Insured with respects Liability. (This includes Officers, Officials, agents, employees, volunteers as considered Lessors of the Property)

CERTIFICATE HOLDER

MTDIA01

Mt. Diablo Unified School District
 1936 Carlotta Drive
 Concord CA 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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
Sherry Duffley

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.