

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 11th day of March, 2016, by and between the Mt. Diablo Unified School District (hereinafter "District") and Marzano Research Laboratory, LLC (hereinafter "Contractor").

District hereby engages Contractor to render 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 and transportation 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 only with the written approval of the District.
- (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:

Not to exceed \$ <u>19,500.00</u> for Services	<u>500</u> - <u>3065</u> - <u>10</u> - <u>5800</u>	\$ <u>19,500.00</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ _____
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ <u>19,500.00</u> 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.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- 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 September 8, 2016. 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.
5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California 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. To the extent Education Code §45125.1 is applicable, 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. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District 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 hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: **\$1,000,000** per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 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: Marzano Research Laboratory, LLC
Attn: Beth Watson
Address: 555 N. Morton Street
Bloomington, Indiana 47404
Phone: 303-766-9199 ext. 324
Fax: 303-694-1778
Tax ID #: 26-2730032

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 next business day following delivery thereof to

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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 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 as awarded by a court of competent jurisdiction, 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

Marzano Research
Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 3-22-16
Signature of Principal/Budget Administrator Date

By: See Attached
Signature of Contractor/Consultant Date

Title: Jennifer Sachs, Executive Director, Instructional Support
Print Name and Title

Title: Beth Watson, Vice President Business Development
Print Name and Title

Authorized and Approved by:

Date
Superintendent or Designee

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

[Signature] 3-22-16
Originator's Signature Date

Instructional Support
Site/Department Originating this Contract

Jennifer Sachs, Executive Director of Instructional Support
Print Name of Originator and Title

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

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

Purchase Requisition # R90559

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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- 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 as awarded by a court of competent jurisdiction, 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

By: _____
 Signature of Principal/Budget Administrator Date

Title: Jennifer Sachs, Executive Director, Instructional Support
 Print Name and Title

Marzano Research
 Name of Company/Organization or Independent Contractor

By: Beth Watson 3.11.16
 Signature of Contractor/Consultant Date

Title: Beth Watson, Vice President Business Development
 Print Name and Title

Sign Here

Authorized and Approved by:

 Superintendent or Designee Date

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

 Originator's Signature Date

Jennifer Sachs, Executive Director of Instructional Support
 Print Name of Originator and Title

 Instructional Support
 Site/Department Originating this Contract

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, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE

The purpose of this professional development series with Mt. Diablo School District is to establish a district-wide model of research-based instructional practice using The Art and Science of Training instructional framework developed by Dr. Bob Marzano.

School teams attend with their principal and key teacher leaders to learn the content and strategically plan how they will involve the cohort 2 teams.

Cohort 2:

Day 1 Thursday, September 8, 2016:

Design Question 7, Adherence to Rules and Procedures
Design Question 9, Having High Expectations for All Students

Day 2 Tuesday, November 15, 2016:

Engaging in Professional Reflective Practice
Using Three Types of Assessment
The role of Technology in The Art and Science of Teaching (the technology training piece may carry over a little to day 3)

Day 3 Thursday, January 26, 2017:

The Art and Science of Teaching and PLC practice
Developing and using common assessments

EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		Marzano Research Laboratory, LLC
Services to be performed under the Agreement:		Professional Development - Art and Science of Teaching
Schools/Locations where services will be performed:		Willow Creek Center
Total amount to be paid by the District under this Agreement:		\$ 19,500.00
Term of Agreement:		9-8-16 to 1-26-17
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Beth Watson
 Independent Contractor/Consultant Signature

Beth Watson, Vice President of Business Development

 Print Name Date
 Independent Contractor/Consultant

Jennifer Sachs 3-22-16
 Superintendent of Designee's Signature

Jennifer Sachs, Executive Director of Instructional Support

 Print Name Date
 Superintendent or Designee's Signature


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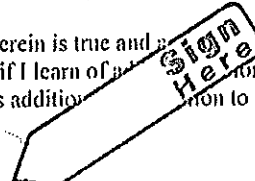


 Independent Contractor/Consultant Signature
 Beth Watson, Vice President of Business Development

 Print Name
 Independent Contractor/Consultant

3-11-16

 Date



 Superintendent or Designee's Signature
 Jennifer Sachs, Executive Director of Instructional Support

 Print Name
 Superintendent or Designee's Signature

 Date

R90559



WORKSHOP SPECIFICATIONS

Please provide the following information about your workshop and return this form to Marzano Research, LLC with the signed contract or within 90 days of 09/08/2016—the earlier received the better for planning purposes with your speaker.

Host: Jennifer Sachs Daytime phone #: 925-682-8000 x4026
 Organization: Mount Diablo Unified School District Evening phone #: contact1 mobile
 E-mail address: sachs@mdusd.org

Speaker: <u>DR. PHIL WALLICK</u>				
Date	Site with Address	Site Contact	Estimated Start Time	Estimated End Time
<u>3-8-16</u>	<u>WILLOW CREEK CENTER</u>	<u>SUSAN ACEUS</u>		
<u>1-15-16</u>	<u>"</u>	<u>"</u>		
<u>1-26-17</u>	<u>"</u>			

Speaker:				
Date	Site with Address	Site Contact	Estimated Start Time	Estimated End Time
<u>9-8-16</u>				
<u>11-15-16</u>				
<u>1-26-17</u>				

Please recommend a hotel for the speaker(s).

Hotel name: SAME AS LAST YEAR Hotel phone #: _____
 Hotel date(s): _____ Confirmation #: _____
 Hotel address: _____
 City: _____ State: _____ Zip: _____

Best airport to fly into: _____ Estimated travel time from airport: _____
 Ground transportation information: _____
 (i.e. car rental, hotel shuttle, cab, etc.)

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HOST CONTRACT

Effective February 12, 2016, Mount Diablo Unified School District ("Host") and Marzano Research LLC ("Marzano Research") agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$19,500.00 (USD). The parties agree as follows:

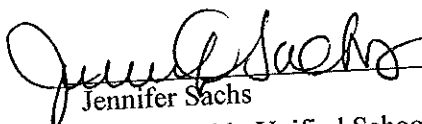
- 1. Services:** Marzano Research agrees to provide the services described in Exhibit A—Description of Services.
- 2. Compensation:** Host will pay Marzano Research a total contract amount of \$19,500.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$3,900.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$15,600.00 (USD) will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host agrees to reimburse any expenses incurred by Marzano Research that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
- 3. Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
- 4. Intellectual Property:** Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
- 5. Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
- 6. Recording of Presentation:** All audio and video recording is prohibited.
- 7. Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
- 8. Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.
- 9. Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes,

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disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

- 10. **Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- 11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Mount Diablo Unified School District, 1936 Carlotta Drive, 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. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 13. **Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

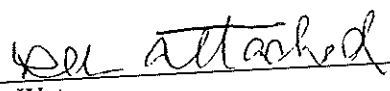
This Contract is acknowledged and accepted by Host and Marzano Research:



 Jennifer Sachs
 Mount Diablo Unified School District

5-11-16

 Date



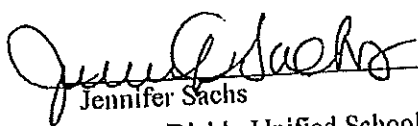
 Beth Watson
 Vice President Business Development
 Marzano Research LLC

 Date

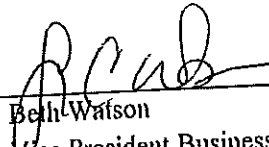
disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

10. **Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Mount Diablo Unified School District, 1936 Carlotta Drive, 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. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
13. **Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Research:


Jennifer Sachs
Mount Diablo Unified School District

3-11-16
Date


Beth Watson
Vice President Business Development
Marzano Research LLC

3.11.16
Date

R 90559

**EXHIBIT A
DESCRIPTION OF SERVICES**

Service 1:

Topic: TBD

Date(s): September 8, 2016

Speaker: Phil Warrick

Cost: \$6,500/day

Service 2:

Topic: TBD

Date(s): November 15, 2016

Speaker: Phil Warrick

Cost: \$6,500/day

Service 3:

Topic: TBD

Date(s): January 26, 2017

Speaker: Phil Warrick

Cost: \$6,500/day

Total Professional Development Cost: \$19,500.00

R 90559

**EXHIBIT B
SCHEDULE OF PAYMENT**

Description	Payments	Expected Invoice Date
Payment 1	\$3,900.00	Upon Execution
Payment 2	\$5,200.00	September 8, 2016
Payment 3	\$5,200.00	November 15, 2016
Payment 4	\$5,200.00	January 26, 2017

THURS

TUES

THURS

R90559

CONTACT INFORMATION

Please fax (303-694-1778) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Research representative.

James.mcmurphy@marzanoresearch.com

Payments, including deposit checks, should be mailed directly to the Business Office:

Marzano Research, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: LOUISE NEVILLE
Title: ADMIN. SECRETARY II
Phone: 925-682-8000 x4016
E-mail: NEVILLE1@MAUSA.ORG
Fax: _____

Who will receive and pay the invoices?

Contact: LOUISE NEVILLE
Title: SAME AS ABOVE
Phone: _____
E-mail: _____
Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____
Choose one: Do you have a Delivery Dock?
 Do you have double doors (for pallet)?
 Do you require inside delivery?



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2015

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE 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, the policy(ies) must be endorsed. 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).

PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280	CONTACT NAME: <u>Wendy Farling</u>	FAX (A/C. No.):
	PHONE (A/C. No. Ext): <u>317-817-5114</u>	
	E-MAIL ADDRESS: <u>wendy.farling@hylant.com</u>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <u>Federal Insurance Company</u>	<u>20281</u>
	INSURER B: <u>Travelers Cas & Surety of Amer</u>	<u>31194</u>
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED SOLUTION-6
 Solution Tree Inc, Marzano Research LLC
 Triple Nickel Press LLC, Solution Tree Education
 Canada Inc. Creative Leadership Solutions LLC
 555 North Morton Street
 Bloomington IN 47404

COVERAGES CERTIFICATE NUMBER: 925135232 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		35905835	10/1/2015	10/1/2016	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 - COM/POP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73557217	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			79849616	10/1/2015	10/1/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Misc. Professional Liability			105696639	10/1/2015	10/1/2016	Each Claim All Claims

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Mt. Diablo Unified School District, its officers, officials, employees and volunteers are named as Additional Insureds with respect to General Liability as required by written contract.
 Re: Marzano PD

CERTIFICATE HOLDER 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>M.L.M. Jett</i>

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Liability Insurance

Endorsement

<i>Policy Period</i>	OCTOBER 1, 2015 TO OCTOBER 1, 2016
<i>Effective Date</i>	OCTOBER 1, 2015
<i>Policy Number</i>	3590-58-35 EUC
<i>Insured</i>	SOLUTION TREE INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	OCTOBER 16, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.