

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 23 day of May, by and between the Mt. Diablo Unified School District (hereinafter "District") and Data WORKS Educational Research (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:

\$ 47,792.10 total fee for Services

178 - 3082 - 10 - 5800 (25,000)
BUDGET CODE

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

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

178 - 3082 - 10 - 5100 (22,792.10)

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 5/23/12. 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>Data WORKS Educational Research</u>
1936 Carlotta Drive	Address: <u>116 S. 7th Street</u>
Concord, CA 94519-1397	<u>Fowler, CA</u>
Attn: Superintendent	Phone: <u>(800) 485-1550</u>
	Fax: <u>email: info@dataworks-ed.com</u>
	Tax ID #: <u>77-0584790</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 # R69331

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: [Signature] 5/23/12
Budget Administrator Date

By: [Signature] 5/23/2012
Date

Title: Lisa Boje, School Support Administrator

Title: Client Relations Manager

Authorized by: [Signature] 5/23/12
Assistant or Associate Superintendent Date

Teachers always present.

Approved: [Signature] 5/24/12
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.

[Signature] 5/23/12
Administrator's Signature Date

OK

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

Originator's Signature _____

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

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

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

StepUP Remedial Academy:

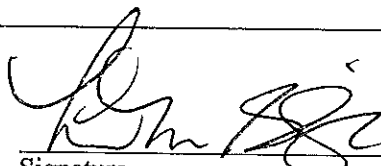
StepUP Remedial Academy is a rigorous program that helps kids catch up on the standards they had difficulty with during the previous school year. StepUP Remedial Academy is special because it:

- helps students be more successful and confident at the beginning and throughout the next, regular school year
- provides important, extensive vocabulary support to students; the more words students know, the more they can understand what they hear and read, and the better they will be able to speak and write
- offers intensive training in developing reading fluency. With automatic word recognition students can read faster and begin to read silently more often. Students who can read silently will be able to learn twice as fast as when they read out loud.
- informs and provides parents with useful techniques to help prepare their children for the school year.

Contracted services will include:

EDI (1) lesson demonstration day, 1 day teacher training, 12 days of classroom coaching, 2 parent involvement sessions

Services of Contractor arranged by


Signature

Lisa Boje, Student Achievement & School Support
Department / School

Shore Acres Elementary School
2012 Summer StepUP Remedial Academy Contract

Date of Contract: May 9, 2012 Revision 1: May 22, 2012 Revision 2: May 23, 2012	P.O.#	
Name of School: Shore Acres Elementary	Name of District: Mt. Diablo Unified	
Address: 351 Marina Rd. Bay Point, CA 94565	Address: 1936 Carlotta Dr. Concord, CA 94519	
Telephone #: 925-458-3261 Cell:	Tel: 925-682-8000 ext. 4040 Cell: 209-609-1986	
Fax #:	Fax #:	
Principal: Elizabeth Block	Main Contact: Lisa M. Bojé, Support Administrator 925-682-8000 Ext. 4040	
Email: blocke@mdusd.org	Email: bojei@mdusd.org	

Send Contract to School

Send Contract to District

This is a contract between Shore Acres Elementary School and DataWORKS Educational Research for the following services:

Contract # 4070

Training	Purpose	Comments	Job #	Presenter <small>subject to change</small>	Cost
EDI Lesson Demonstration	Consultant will demonstrate ONE DataWORKS lesson to students in a classroom while observed by teachers. Approximately three teacher volunteers will then present the same lesson, one after the other, to different classes with pre-brief and debrief time built in throughout the day. OR teachers may present "Round Robin style" each teaching a short component of the lesson. Consultant will offer interactive coaching during teachers' lessons.	Date(s): June 6, 2012	14753	Alex Chavez	\$3,500/day
Prerequisite: EDI Workshop		Audience Qty.: TBD when online selection of lesson is made. Location: TBD when online selection of lesson is made. Time: 8:00AM-3:00PM	14755	Joe Ybarra	

	<p>Included with this contract are important instructions for the site principal. ONLINE selection of lessons must be received at least two weeks prior to demonstration date (s). Principals MUST communicate with their teachers how the process works and arrange for substitutes in advance of training dates.</p>	<p>**Requests to modify lesson(s) selected, within five (5) business days of training date(s), will result in rescheduling the service to a later date.</p>			<p>Total cost for one day of training is \$3,500</p>
<p>StepUP Remedial Academy Teacher Training</p> <p>Remedial K-5th grades/K-5th lessons</p>	<p>Teachers will be trained in the StepUP Remedial Academy procedures including establishing classroom norms, fluency development, integrated math and vocabulary development skills, lesson presentation considerations, and interactive and post lesson coaching techniques.</p> <p>Academy to run from July 16th to August 10th, 2012</p> <p>The number of lessons to be provided is dependent on the length of the Academy.</p>	<p>Date: July 12, 2012</p> <p>Audience Qty.: 8 teachers</p> <p>Location: Shore Acres ES 351 Marina Rd. Bay Point, CA 94565</p> <p>Time: 8:00 am- 3:00 pm</p>	14754	Alex Chavez	<p>\$4,500/day</p> <p>Total cost for one day training is \$4,500</p>

Training	Purpose	Comments	Job #	Presenter subject to change	Cost
StepUP Remedial Academy Classroom Coaching	<p>A DataWORKS Consultant will:</p> <p>1) Visit classrooms during Academy to coach teachers using EDI with EL strategies and to train Leadership to observe and coach teachers.</p> <p>2) Give group feedback to teachers for one hour after class day.</p> <p>Academy focus:</p> <ul style="list-style-type: none"> • StepUP Remedial Academy for K-5th graders • K-5th grades lessons • ELA: 2 hours/day • MATH: 1 hour/day • Academy to run from: July 16th, 2012 – August 10th, 2012 <p>This is a 4 week Academy (20 days)</p>	<p>Dates:</p> <p>July 16, 2012 July 17, 2012 July 18, 2012 July 24, 2012 July 25, 2012 July 26, 2012 July 30, 2012 August 2, 2012 August 3, 2012 August 8, 2012 August 9, 2012 August 10, 2012</p> <p>Audience Qty.: 8 Teachers</p> <p>Location: Shore Acres ES 351 Marina Rd. Bay Point, CA 94565</p> <p>Times: Academy Hours 8:00AM – 12:00NOON</p> <p>Lunch 12:00-12:30PM</p> <p>Feedback w/ Teachers 12:30-1:30PM</p>	14757	<p>Alex Chavez July 16, 2012 July 17, 2012 July 18, 2012</p> <p>Joe Ybarra July 24, 2012 July 25, 2012 July 26, 2012 July 30, 2012 (Alex Chavez) Aug. 2, 2012 Aug. 3, 2012</p> <p>Joe Ybarra Aug. 8, 2012 Aug. 9, 2012 Aug. 10, 2012</p>	<p>\$2,500/ day</p> <p>Total cost for 12 days of training is \$30,000</p>
StepUP Remedial Academy Lesson Development	<p>DataWORKS will develop EDI lessons modified for English learners. The number of lessons is determined by the length of the StepUP Remedial Academy and will include periodic review.</p> <p><u>K-5th Grade MATH/ ELA</u></p>	<p>All lessons will be written by DataWORKS then delivered to the school prior to the first scheduled student day.</p>	14790	<p>Research department</p>	<p>\$1,000 per 5 lessons including periodic review.</p> <p><u>No charge to the school for lessons as a part of the StepUP Remedial Academy</u></p>

Training	Purpose	Comments	Job #	Presenter subject to change	Cost
<p>Student Handbook</p> <p>(Grades:K-5th)</p>	<p>A student handbook with lessons will be provided for each student participating in the "StepUP Remedial Academy"</p> <p>Student support materials included:</p> <ul style="list-style-type: none"> • Lessons • Whiteboard-1 • Dry-erase Marker-1 • Pencil-1 • Eraser Cloth-1 	<p>Student count per grade level is needed at least two weeks prior to the start of the StepUP Remedial Academy</p> <p>(If more than one content is being requested, the list should indicate).</p> <p>Location: Shore Acres ES 351 Marina Rd. Bay Point, CA 94565</p>	14791	DataWORKS Production Department	<p>\$24 each for ELA and MATH x 120 students (estimated):</p> <p>$\\$24 \times 120 = \\$2,880$</p> <p>Sales tax (8.250%) = \$ 237.60</p> <p>S&H = \$120.00</p> <p>Total handbooks cost is \$3,237.60</p>
<p>Teacher Manuals on Power Point Presentation CD</p>	<p>DataWORKS to provide one (1) Power Point presentation CD for each one of the teachers participating as opposed to hard copies of Teacher Manuals. DataWORKS to include one (1) hard copy of Teacher Manual per Grade level. This hard copy is available for School/District to use for additional printed copies if required.</p> <p>School/District to ensure that the proper equipment and technology is available at the site of presentation including a technician to supervise that the equipment functions properly at all times.</p>	<p>Teacher count provided by the school is</p> <p>Estimated teacher count: <u>8</u></p>	14792	DataWORKS Production Department	<p>Cost for one Power Point Presentation CD is \$75/teacher</p> <p>$\\$75 \times 8 = \\$600$</p> <p>Sales tax (8.250%)= \$49.50</p> <p>S&H= \$25</p> <p>Total cost= \$674.50</p>

Training	Purpose	Comments	Job #	Presenter <small>subject to change</small>	Cost
<p>Assessments</p>	<p>Pre and post assessments will be administered to students to determine Improvement in academic achievement.</p> <p>District/school must send the following information to prepopulate the assessments at least two weeks in advance:</p> <p>Student ID# Student First Name Student Last Name Teacher Name Grade Period (If Middle or High School)</p> <p>Send data to: anh@dataworks-ed.com All student information must be provided by July 2, 2012.</p> <p>Important: School to return the exams the next day after they are administered.</p>	<p>Pre test will be given the first day of the academy: July 16, 2012</p> <p>Post test will be given the last day of the academy: Aug. 10, 2012</p>	<p>14793</p>	<p>DataWORKS Programming Department: Anh Vu</p>	<p>Cost is \$35/each student for K-2nd grade. Assessments are done one-on-one with students by DataWORKS proctor.</p> <p>Estimated: \$35 x 60=\$2,100</p> <p>\$9/student from 3rd-5th grades, PER SUBJECT \$9 x 60 (ELA)=\$540 and \$9 x 60 (MATH)=\$540</p> <p>Total cost for an estimated 120 students is: \$3,180</p>

For the most effective group setting, DataWORKS has found that workshops with less than 50 attendees internalize and implement a greater amount of information over larger group settings.

The cost for these services will be **\$47,792.10 (traveling expenses included)**. Please send your purchase order for billing purposes and reference the Contract ID on the purchase order.

DataWORKS will accommodate any changes to, or cancelation of, this contract with a written 30 day notice without penalty. After 30 days, DataWORKS reserves the right to charge the district/school for any expenses incurred.

Please sign both originals and return one to DataWORKS.

Approved and accepted by:

Tina Anderson May 22, 2012
DataWORKS Ed. Authorized Signature: Date:

Tina Anderson, Client Relations Manager
Print Name and Title

[Signature] 5/23/12
School/District Authorized Signature: Date:

LISA M. BOJE, School Support Admin
Print Name and Title

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)
DW Educational Research Inc.

Business name, if different from above
DataWORKS Educational Research

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
116 S. 7th Street

City, state, and ZIP code
Fowler, CA 93625

List account number(s) here (optional)

Requester's name and address (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.

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
+
or
Employer identification number
7 7 0 5 8 4 7 9 0

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. person (including a U.S. resident alien).

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 Date **02/07/07**

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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: BJB

DATE (MM/DD/YYYY)

05/23/12

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 MVP Premier Ins - Clovis Member of United Valley 1635 Shaw Ave. Clovis, CA 93611 Steve Barsarian	559-324-7333	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DWEDU-1	FAX (A/C, No):
	559-324-7336		
INSURED DW Educational Research Inc. 116 S 7th St Fowler, CA 93625	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: CNA		20478
	INSURER B: Employers Fire Insurance		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		B2084534444	11/25/11	11/25/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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		4031533977	03/20/12	11/25/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2095920642	11/25/11	11/25/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
C	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 <input type="checkbox"/> N/A	EIG-1406806-00	01/01/12	01/01/13	WC STATU-TORY LIMITS OTH-ER E L. EACH ACCIDENT \$ 1,000,000 E L. DISEASE - EA EMPLOYEE \$ 1,000,000 E L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

MTDIA-1

Mt. Diablo Unified School-District
Attn: Lisa M. Boje
1936 Carlotta Drive
Concord, CA 94519

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