

MT. DIABLO UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS

Purchase Requisition #

R62462

MASTER CONTRACT

FOR SUPPLEMENTAL EDUCATIONAL SERVICES

UNDER THE NO CHILD LEFT BEHIND ACT OF 2001

RECEIVED
NOV 01 2010
Title I
Mt. Diablo Unified School District

THIS MASTER CONTRACT ("Contract") is made and entered into on October 26, 2010, between the Mt. Diablo Unified School District ("District"), a public school district duly operating under the laws of the state of California, and Math Think Inc. (address/phone number) P.O. Box 66, Gilroy, CA. 95021-0066. (408) 846-5599, the supplemental service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible District students. "Eligible students" are those students identified by the District who meet specific requirements under the No Child Left Behind Act.

WHEREAS, the District is authorized by California Government Code §53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 6316(e), outlines the requirements for supplemental education services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement which, in the case of a student with disabilities, is consistent with the student's Individual Education Plan ("IEP");
- b. Requires a description of how the student's parents/guardians and teacher/teachers will be regularly informed of the student's progress;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making of payments to the PROVIDER by the District;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for receiving supplemental services, without the written permission of the parent/guardian of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and;

WHEREAS, PROVIDER is willing to provide such services to all District's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Definitions

The following definitions shall apply for purposes of this Master Contract:

- a. The term "Supplemental Educational Services" means additional academic instruction designed to increase the academic achievement of students in Title I schools. These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such services have been evaluated and approved by the state educational agency. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Education Services must be high quality, research-based, and specifically designed to increase student academic achievement [NCLB, Title I, Part A, Section 1116(e)(12)(C)].
- b. The term "District" means Mt. Diablo Unified School District and/or any person authorized to do business on behalf of Mt. Diablo Unified School District.
- c. The term "Provider" means a state approved entity which is authorized to provide Supplemental Educational Services as described in 1a.
- d. The term "Parent" means a natural or adoptive parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or by court of competent jurisdiction.
- e. The term "Student" means a child in kindergarten through grade 12 who has been assigned to and attends a Mt. Diablo Unified school which has been designated as a school in their second year of school improvement, in corrective action, or in restructuring under the Federal No Child Left Behind (NCLB) Act of 2001. Furthermore, this child must be from a low-income family or attend a school which has a National School Lunch Program, Provision 3 status in which all students are considered low-income.
- f. The term "Per Pupil Allocation (PPA)" means the maximum dollar amount per eligible child established by the state on an annual basis, which a District may not exceed when paying for services as described in 1a.
- g. The term "Days" means calendar days unless otherwise specified.
- h. The term "Incentive" means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific Provider to offer Supplemental Educational Services to their child and incentives valued at \$5.00 each or \$50 in the aggregate used within a PROVIDER'S program to encourage students to reach certain achievement or attendance levels after they have begun service.

- i. Mt. Diablo Unified School District's Title I Schools are as follows: Bel Air Elementary, Cambridge Elementary, Fair Oaks Elementary, Meadow Homes Elementary, Rio Vista Elementary, Shore Acres Elementary, Ygnacio Valley Elementary, Glenbrook Middle School, Oak Grove Middle School, and Riverview Middle School.

2. Individual Supplementary Service Agreement

- a. Pursuant to ESEA Sec. 1116(e)(3), an individual agreement for supplementary services must be completed for each student. A form Individual Supplementary Services Agreement ("ISSA") shall be developed by the District and provided to each PROVIDER for completion prior to PROVIDER providing any services to students of the District. In lieu of the District form ISSA, a PROVIDER may provide its own individual agreement for supplementary services as long as said agreement contains all pertinent information required under 20 USC §6316(e), which is set forth in Paragraph 1(b) of this Agreement.
- b. The PROVIDER will complete the individual agreement for supplementary services in consultation with parents/guardians and the District for each eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. The individual agreement for supplementary services will be completed prior to the commencement of instructional services by the PROVIDER to the student and will include specific achievement goals for the student, a description of how the students progress will be measured, a timetable for improving the students achievement that, in the case of a student with disabilities, is consistent with the student's individualized education program ("IEP") and how the students, parents, and teachers will be regularly informed of the student's progress. A copy of each student's completed individual agreement for supplementary services shall be provided to the District immediately upon completion for review by the District to ensure compliance with the provisions herein.
- c. The ISSA will be re-submitted at the end of the program to provide a summary of the students' overall academic achievement. A Program Summary Final Report for all students with measurable attendance which includes student name, ISSA goal, pre/post test scores and record of academic gains (losses) may be submitted in lieu of resubmitting the students' ISSA at the program conclusion.
- d. Subsequent changes in any student's individual agreement may only be made with the written consent of the District in consultation with parents/guardians. PROVIDER, the District or the parents/guardians may request a review of a student's Individual Agreement.
- e. PROVIDER shall not unilaterally terminate any Individual Agreement. PROVIDER shall obtain written authorization from the District before terminating any Individual Agreement.
- f. PROVIDER shall not disclose to the public the identity of any student eligible for, or receiving supplemental educational services without the written permission of the parents or legal guardian of such student.
- g. Parents/guardians shall not be charged for any services rendered under the individual agreement for supplementary services unless such services and charges are clearly identified in writing and agreed upon in advance in writing signed by the parents/guardians. In no event shall the agreed

upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

3. Student Records Maintenance and Access

- a. PROVIDER shall maintain daily records of student services provided, including the name/ address of student, the name of PROVIDER'S employee who rendered the service, student attendance, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to the District upon request.
- b. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not the direct employee of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District's student. PROVIDER shall not forward to any other person other than parents/guardians or District any student record or student name without the written consent from the parent/guardian or the District. Upon completion or termination of the individual agreement for supplemental services (ISSA or other approved form) or termination of this Contract, PROVIDER shall deliver to District copies of all student records for whom the PROVIDER has provided services under this Contract.
- c. PROVIDER shall retain originals of all records relating to the provision of services, under this Agreement, including but not limited to student records and all records relating to each students' individual supplementary services agreement, for a period of five years from the date the last service is provided to said student. All other records relating to this Agreement shall be retained for a period of five years from the date the Agreement with the PROVIDER terminates.

4. Access by the District

PROVIDER shall notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. It shall allow access to its facilities for periodic monitoring of each student's instructional program by the District and shall be invited to participate in the review of each student's progress by the District. The District representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Inspections and Audit

PROVIDER understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal and procedural compliance.

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by the District. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. At the end of each school year, copies of student records shall be returned and/or submitted to the District. Unless PROVIDER and District otherwise agree in writing, PROVIDER shall pay to the District the full amount owed as a result of PROVIDER'S over-billing and/or failure to perform, in whole or in part, any of its obligations under this Master contract, as

determined by an inspection, review, or audit by the District, a state agency, a federal agency and/or an independent agency/firm. PROVIDER shall make such payment to the District within thirty (30) days of receipt of written notice demanding payment.

6. Description of Services

Provider shall provide services that are secular, neutral and non-ideological in compliance with ESEA Section IIIb(e)(5)(D). PROVIDER shall provide a description of services to be provided, which shall be set forth in Exhibit A which is attached hereto and incorporated herein. All services will be provided outside of the regular school day.

PROVIDER shall provide a calendar which delineates the start/end date of services. This calendar shall denote the days/hours of the week services will be offered. This calendar shall include the total program hours as described in Exhibit A, section d. District and local holidays shall be noted on the calendar.

7. Supplies/Equipment/Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures. The Facility Use application must be individually approved by the District and may require fees for use.

8. Incentives

The PROVIDER shall not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for PROVIDER'S services or to encourage any other student or parent to sign up for PROVIDER'S services. Acceptable are such items as pencils, pens, magnets, etc. In any marketing information or other explanation, verbal, written, and in the delivery of services, PROVIDER may not offer to parents and/or students incentives valued at more than \$5.00 each or \$50 in the aggregate per student as achievement and/or attendance incentives once the student has signed up for PROVIDER'S services.

9. Student Progress Report Cards/Assessment

PROVIDER shall provide to parents, each student's home school, and the District written progress reports/report cards. A copy of the progress reports/report shall be maintained at the PROVIDER'S place of business and made available upon request of District and student's parents. A minimum of one progress report will be issued at program midpoint.

PROVIDER shall administer pre-test assessments at the beginning of service to each student and administer post-test assessments to each student before the end of the program. PROVIDER shall be responsible for the designated assessment tools necessary to comply with this requirement. These assessments shall be used to generate the information on the Program Summary Final Report and/or finalized Student ISSAs as described in Paragraph 2 c.

10. Fingerprints/TB Testing

PROVIDER shall comply with the requirement of California Education code sections 44237, 3502.1, 35021.2, Title 5 California code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ"), clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"), and TB clearance for PROVIDER'S employees prior to providing service to a District student unless PROVIDER determines that the employees will have no contact with District students or if those services will be provided at a non-District site. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237 (h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to a California Education Code section 44237 (i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. PROVIDER shall certify in writing to the District that PROVIDER has at all times complied with this Section of the Master Contract.

PROVIDER shall supply the District with a list of names of those employees who are to work with students of the District prior to any employee providing services to students of the District. This list of employee names will include a Clearance Certification statement that certifies that all listed employees who will have any contact with District students have met all DOJ, FBI and TB compliance requirements. This Clearance Certification shall be updated as needed when employee changes are made. This Clearance Certification shall be signed by PROVIDER.

All current employees of the District retained by PROVIDER to provide services to students of the District who have previously undergone said criminal background check shall be exempt from the requirements of this paragraph.

All employees of a PROVIDER which provides services at an off-campus location shall be exempt from the requirements of this paragraph.

11. Staff Qualifications

PROVIDER shall ensure that all individuals employed and/or otherwise hired by PROVIDER to provide classroom and/or individualized instruction or related services are qualified in the area in which the individuals are providing service.

12. Independent Contractor Status

PROVIDER is an independent contractor. Nothing in this Agreement shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

PROVIDER hereby certifies that it is fiscally sound and not currently in bankruptcy proceedings.

13. Conflict of Interest/Statement of Organization

PROVIDER agrees to furnish to the District a valid endorsed filed copy of its enabling document, be it articles of incorporation or statement of partnership filed with the appropriate governmental entity and to timely update said information as changes in such Governance occur. Provider hereby certifies that it is legally constituted to do business in California. Any PROVIDER that is not a registered California corporation or other legal entity must register with the California Secretary of State as an entity doing business in the State of California as a condition to entering into this contractual relationship with the District.

PROVIDER represents that provider has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement. PROVIDER shall not conduct or solicit any non-District business while on District property or time.

PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder.

PROVIDER warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view towards securing any business from District or influencing such person with respect to the conditions or performance of any contracts with or orders from District. Any breach of this warranty shall be a material breach of each and every contract between District and Provider.

Should a conflict of interest arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

14. Certification/Approval

PROVIDER shall be certified or otherwise approved by the California Department of Education (hereinafter referred to as "CDE") as a Supplemental Educational Services provider. A current copy of the PROVIDER'S California Department of Education approved SES application must be provided to the District on or before the date this Master Contract is executed. This Master Contract shall be null and void if such application expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

15. Indemnification

PROVIDER shall defend, hold harmless, and indemnify the District and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the error, omission, negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.

The District shall defend, hold harmless and indemnify PROVIDER and its governing board, officers, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the error, omission, negligent or intentional acts of the District, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.

16. Insurance

During the entire term of this Contract and any extension or modification thereof, PROVIDER, at its sole cost and expense, shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles if used in relation to the performance of service(s) by PROVIDER, and, if provider has in effect such insurance, errors and omissions/professional liability insurance, of at least one million dollars (\$1,000,000.00) for each person and two million dollars (\$2,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or diseases from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. The insurance coverage must be from a California licensed insurer with an A minus (A-), VII or better rating from A.M. Best sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with contractor's fulfillment of any of its obligations under this agreement. Not later than the effective date of this Agreement, PROVIDER shall provide the District with satisfactory evidence of insurance which will include a Certificate of Insurance and Endorsement Page that must name the District (Mt. Diablo Unified School District) as an additional named insured, including a provision for a thirty (30) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California, if applicable. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with PROVIDER to modify the terms of this Agreement. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this Master Contract.

If PROVIDER is self-insured, PROVIDER shall submit to District a description of the self insurance plan, excess coverages, and evidence that the plan is adequately funded to provide:

- a. At least \$1,000,000 per occurrence and \$2,000,000 general aggregate and general liability
- b. \$1,000,000 per occurrence and \$2,000,000 general aggregate professional liability coverage for all damages arising from each accident or occurrence,
- c. A statement by Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to the District at least thirty (30) days before such discontinuance of material change
- d. Any deductibles or self-insured retentions shall be declared in writing to the District. District approval in writing is required for any amount of over \$25,000.
- e. Upon approval in writing by the District, this self-insurance will satisfy the liability insurance requirement of this Paragraph 16 of this Master Contract.

17. Monthly Invoices/Payments

PROVIDER shall submit to the District monthly invoices itemized by name and by address or student identification number of each student, service provided and actual number of hours for which services were provided, at the rate specified in Exhibit A. Such invoices shall be submitted to the Executive Director of State and Federal Programs at the address specified in Paragraph 40 of this Agreement within thirty (30) days of the rendering of services. For each student receiving services, the District shall pay no more than the current Per Pupil Allotment (PPA) of **\$1,152.95** as established by the California Department of Education (CDE) under the NCLB Act for the 2010-2011 academic year for Supplemental Educational Services. No payment will be made for services to any student until an ISSA for that student has been received, reviewed and approved by the District. The amount paid will be prorated based upon the services provided. The District shall not be responsible for the payment of services when a student is absent.

Based on the total number of student sign-ups for Supplemental Educational Services for the 2010-2011 academic year, the total payment to the PROVIDER shall not exceed the estimated amount of **\$ 29,977.00.**

Services for the **first** window of enrollment must be completed by January 31, 2011 and **final** billing submitted by February 10, 2011. Services for the **second** window of enrollment must be completed by May 31, 2011 and **final** billing submitted by June 10, 2011.

Discrepancies in billing including, but not limited to, eligibility of students on invoice, actual hours of student attendance, will be reported to PROVIDER by District within ten (10) days of receipt of invoice. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after District has identified the discrepancies.

Additional provisions regarding invoicing and payment are set forth in Exhibit A.

18. Complaint Procedures

PROVIDER shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of District students with appropriate information (including complaint forms) for the following:

- a. Uniform Complaint Procedures pursuant to Title 5 of the California Code of regulations section 460 et seq.
- b. Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a)
- c. Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c)
- d. Title IX 34 CFR 106.8 (a) (d) and 106.9 (a) and any other policies required by law.

A description of PROVIDER'S Complaint Procedures must be included in Exhibit A.

19. Non-Discrimination

PROVIDER shall not discriminate on the basis of race, religion, color, creed, sex, national origin, age, gender identity, or sexual orientation in employment or operation of its programs. PROVIDER will provide Supplemental Education Services consistent with applicable health, safety and civil rights laws.

20. Student Change of Enrollment

If the District student's change of enrollment is to a school of residence outside of Mt. Diablo USD's service boundaries or a District school of residence whose students are not eligible for SES under the No Child Left Behind Act, the District shall not be responsible for the cost of services delivered after the student's change of enrollment.

21. Withdrawal of Student from Program

PROVIDER shall immediately report (by phone, fax, or email) to District when a student withdraws from services.

22. Parent Access

PROVIDER shall comply with any known court orders regarding parental visits and access to MDUSD students.

23. Health and Safety

PROVIDER shall comply with all applicable federal, state, local, laws, regulations, ordinances, policies, and procedures regarding student health and safety.

24. Facilities and Facilities Modifications

PROVIDER shall offer services to District students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. PROVIDER shall not make any structural changes and/or modifications to District facilities.

25. Administration of Medication

PROVIDER shall comply with the requirements of California Education Code Section 49423 when provider serves a District student that is required to take prescription and/or over-the-counter medication during the session. PROVIDER shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of employee who administered the medication.

26. Report of Missing Children

PROVIDER assures District that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

27. Child Abuse Reporting

PROVIDER assures the District that PROVIDER'S staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures

under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166, et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children.

PROVIDER shall submit immediately by fax and/or mail, within twenty-four (24) hours, an accident or incident report to the District when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, and missing children under PROVIDER'S supervision in addition to any direct report to the appropriate agency as required by law.

28. Accident/Incident Report

PROVIDER agrees to submit a written accident/incident report to the District within twenty-four (24) hours of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Said accident/injury report shall be provided to the student's principal and to the Executive Director of State and Federal Programs at the address specified in Paragraph 40.

29. Right to Withhold

The District may, at its option in lieu of terminating this Contract pursuant to Paragraph 33, herein, withhold payment to PROVIDER, on ten (10) days written notice of such withholding, when in the opinion of the District:

- a. PROVIDER'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or invoke the dispute resolution provision herein.

30. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract to any third party entity.

31. Modifications and Amendments

This Master Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and the District. No change in this Master Contract or in the individual supplementary services agreement shall result in financial obligation to PROVIDER by the District in excess of the State/Federal reimbursement rate per student per year.

32. Disputes and Attorney's Fees

- a. Disputes between the District and PROVIDER concerning the terms and conditions of this Master Contract, other than its termination as provided in Paragraph 33 shall be submitted to the Superintendent of the District or his designee for resolution. The determination of the Superintendent or his designee shall be in writing and shall be final insofar as an administrative remedy is concerned.
- b. PROVIDER designates Lucia Vega, located at 1115th St. Gilroy as its California agent for service of process for purposes of any litigation brought under this Contract.
- c. If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the party not prevailing its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.

33. Termination

- a. This Agreement is subject to termination by the District without cause or notice. Termination of Contract shall not alleviate PROVIDER'S responsibilities to complete any existing individual supplementary services agreements. This contract shall be terminated on the date set forth by the District. Upon termination without default of PROVIDER, the District shall pay, without duplication, for all services satisfactorily performed to date of termination.
- b. In consideration of the payment referred to in Paragraph 17, PROVIDER waives all rights to any further payment or damages. Upon termination, PROVIDER shall immediately turn over to the District copies of all student records in its possession generated as a result of services rendered under this Master Contract, possessed by PROVIDER or under its control at the time of termination.
- c. An individual agreement for supplementary services may be terminated by PROVIDER only upon consent of the District. An ISSA shall terminate if the student ceases to be enrolled in the District, if the student moves to a school not required to participate in SES, or if the PROVIDER is unable to meet the goals and timetables set forth in the ISSA. Upon termination under this paragraph, final payment from the District will be calculated based upon a pro-rata calculation of total services for which the District is responsible for payment, offset by that portion of services actually rendered.

34. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract. PROVIDER must continue to meet the qualifications to be certified as a supplementary service provider during the term of this contract.

35. Entire Agreement

This Master Contract and all Exhibits, attachments and amendments thereto including the ISSA and Exhibit A constitute the entire agreement between the District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This agreement supersedes any prior or contemporaneous written or oral understanding or agreement. This Master contract may be amended only by written amendment executed by both parties.

Notwithstanding the foregoing sentence, the District may modify or amend this Master Contract with PROVIDER'S consent to conform to federal and state laws and regulations.

36. Successors in Interest

This Master Contract binds PROVIDER'S successors and assignees.

37. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Contra Costa County, California.

38. Certification Regarding Debarment, Suspension or Ineligibility for Award (34 CFR 85)

The following certification is applicable only to contracts for \$25,000 or more that are funded in whole or in part with Federal funds.

By signing this document, the PROVIDER certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. (above) of this section; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

39. Severability Clause

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

40. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District: Jennifer Sachs, Assistant Director
Categoricals & School Support
Mt. Diablo Unified School District
1936 Carlotta Drive, Concord, CA 94519
Tel: (925) 682-8000
Fax: (925) 689-0597

For PROVIDER:

Lucia Vega, Executive Director
(Name/Title)
111 5th Street
(Address)
Gilroy CA 95020
(City/State/Zip Code)

41. Term

This Contract is effective upon the date of execution and shall remain in full force and effect until May 31, 2011, at which time it shall terminate unless extended in writing by the parties hereto and authorized by the appropriate legislation.

42. Authorized Representative

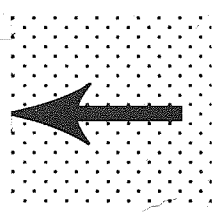
The persons signing this Contract certify they are the authorized representatives of the respective parties, are authorized to sign this document and have the full authority to bind the PROVIDER/District to the terms and conditions of this Contract.

PROVIDER: Math Think, Inc.

MT. DIABLO UNIFIED SCHOOL DISTRICT:

BY: [Signature]
Lucia Vega, Executive Director
(TYPE /PRINT NAME AND TITLE)

[Signature]
Rose Lock, Assistant Superintendent
Student Achievement & School Support
Mt. Diablo Unified School District



BUDGET CODE:

Fed ID #: 80-0621905

000.3066.10.5800 \$ 25,000.00
000.3066.10.5100 \$ 4,977.00

Purchase Requisition # R62462

MT. DIABLO UNIFIED SCHOOL DISTRICT:

By: Susan J. Hukkanen 12/1/10
Budget Administrator Date
Susan J. Hukkanen
School Support Administrator-Title I

Approved by: _____
Julie Braun-Martin Date
Assistant Superintendent of Personnel

EXHIBIT A

Description of Services

To be completed in detail by PROVIDER subject to the express approval of the District and to cover the following areas:

- a. Description of academic program:
- b. Description of program materials:
- c. Technology requirements (if applicable):
- d. Total program hours, hours per day, days of the week and number of weeks:
- e. Location, including identification of specific school sites if applicable:
- f. Instructor/student ratio:
- g. Number of hours of training for staff:
- h. Minimum qualifications of staff:
- i. Student attendance policy (include absenteeism prevention plan):
- j. Description of "incentives," if applicable:
- k. Description of substitute teacher policy:
- l. Parent and teacher communication plan, including communication to teachers:
- m. Description of complaint procedures:
- n. Policy for maintenance of records for purpose of evaluating compliance with the provisions set forth in Paragraph 1 of the Contract and items (c), (j) and (l) set forth herein in Exhibit A:
- o. Invoicing/Terms of Payment, including the expected number of students to receive services for the total fee to be paid or, in the alternative, the expected cost per student served, the hourly rate, the number of session hours expected to be delivered to each student based on PROVIDER'S hourly rate (based on District's Per Pupil Allocation for SES):
- p. Description of the format/content of Program Summary Final Report of student progress (including pre/post assessment tools used):

Exhibit A

a. Description of academic program:

MathThink, Inc. offers quality direct instruction to small groups at the students' school or local facility. Our tutors are focused on developing mathematical reasoning and problem-solving skills. Each lesson involves review, concept development, and demonstration of student understanding. MathThink tutors are dedicated to making math meaningful to student lives.

b. Description of program materials: Instructional materials are aligned with California Standards based on the State Board of Education curriculum intervention adoptions process and include SRS/McGraw-Hill; SRA Number Words; Wright Group/McGraw-Hill; JRL Enterprises, Inc. I Can Learn Fundamentals of Math Algebra, Pre-Algebra & Geometry; Pinpoint Math. The California Standards practice workbook is also utilized.

c. Technology requirements (if applicable): Not applicable

d. Total program hours, hours per day, days of the week and number of weeks: We usually provide services twice a week for 1 ½ to 2 hours, for about 8 weeks, not exceeding the allowed 17.73 hours per student (this calculated by: PPA divided by our hourly rate).

e. Location, including identification of specific school sites if applicable: We provide services at the student's school site, a public library, or a local community center, depending on the student's needs.

f. Instructor/student ratio: 1 tutor to 5 students

g. Number of hours of training for staff: 45 hours

h. Minimum qualifications of staff: BA

i. Student attendance policy (include absenteeism prevention plan): MathThink works collaboratively with the district staff to inform them of the non-attendance as well as working very closely with the parents. Parent conferences between the classroom teacher and the MathThink tutor are held when helpful to student progress. An agreement is signed between the student, the parent, and the tutor that after two consecutive absences a report and home visit will be made. After four consecutive absences, the student will be dropped from the program. Monitoring through assessments and daily records of sessions are made available to all parties.

j. Description of "incentives," if applicable: Incentives are earned by completing tasks, positive attitude and behavior, progress on assessments, independence and demonstrated daily effort. Incentives are provided on graduated levels and may include supplies and individual gift cards not to exceed a total of \$50.00 total for each student

k. Description of substitute teacher policy: Math Think tries not to use substitutes because we find that that is not effective when it comes to students' learning, because they do not know the substitute. Instead, a week prior to the day the tutor cannot tutor the student, the tutor lets the students and parents know that they cannot tutor that day and try to reschedule.

l. Parent and teacher communication plan, including communication to teachers: In addition to the district required protocol, tutor notes/academic progress reports will be sent to parents on a monthly basis. The progress report will be translated in their home language when appropriate.

m. Description of complaint procedures: See attached.

n. Policy for maintenance of records for purpose of evaluating compliance with the provisions set forth in Paragraph 1 of the contract and items (c), (j) and (l) set forth herein in Exhibit A: See attached sheet with headings: Formal Assessments & Record Keeping and Release of Information about Students.

o. Invoicing/Terms of Payment, including the expected number of students to receive services for the total fee to be paid or, in the alternative, the expected number of students to receive services for the total fee to be paid or, in the alternative, the expected cost per student served, the hourly rate, the number of session hours expected to be delivered to each student based on PROVIDER'S hourly rate (based on District's Per Pupil Allocation for SES): Our hourly rate is \$65. The total number of hours of tutoring we will provide is 17.73, based on the PPA/hourly rate.

p. Description of the format/content of Program Summary Final Report of student progress (including pre/post assessment tools used): Student progress is reported to the parents, school, and district on a weekly basis during the course of the program. The report includes student progress, lesson objectives, and learning goals.

Math Think, Inc. Student/ Parent Complaints – Principles and Guidance

Complaints and Appeals

Math Think has separate procedures for dealing with complaints. The procedure is to be used where there is dissatisfaction with the methods or materials associated with instruction.

Possible Types	Complaints
	<ul style="list-style-type: none"> • About bias or prejudice (complaints of this type should directed immediately to the Math Think Compliance Officer Linda Baldwin at 408-846-5599 a separate process will be used to ensure that the Civil Rights of all the parties are protected). • About a procedural error • About a failure to fulfil a service commitment e.g. not on time for a tutoring appointment or class • About a failure to fulfil an educational commitment e.g. tutoring delivery or supervisory issues • About a failure to address concerns in a timely fashion

The full Student Complaints Procedure are available on the Math Think web pages. You may also contact Math Think directly at 408.846.5599.

It is in the student's best interests to make a complaint as soon as possible, when events are clear in the minds of those involved and when evidence may be more readily available.

Principles

The principles underlying the complaints procedure are:

- that notions of fairness and reasonableness will be extended both to the complainant and to any member of our staff or student named in a complaint
- that the procedure will protect the confidentiality the student in accordance with good practice and the legal requirements
- that complaints will be treated seriously and can be made without fear of recrimination
- that complaints will dealt with in a prompt fashion
- that procedures are transparent and made widely available to students / parents and school staff (as allowed by law and good practice)
- that complaints provide valuable feedback and are an aid to improving services we provide

Process

Wherever possible complaints should be handled locally and informally therefore the initial contact should be made with the party to whom the complaint is directed This requires a commitment to provide the opportunity to the student/ parent or other party to speak directly to the correct individual or party.

**If a complaint cannot be handled locally or informally the complaints then the complaint should be directed to Lucia Vega, Executive Director
P.O.Box 66
Gilroy, California 95020**

The complaint must be made by mail. Upon receipt of the complaint the complaint shall be acknowledged within two business days.

Staff dealing with complaints are encouraged to have face-to-face discussions with students/parties to establish the precise cause of dissatisfaction, to explore the remedy being sought and to foster greater mutual understanding of the issues involved.

The procedure can be invoked by an individual student or by someone acting on the student's behalf with their express written consent or by a group of students. The complaint cannot be anonymous. Where individuals are named in a complaint this will be handled sensitively and they will be made aware of any allegations, have an opportunity to give their version of events and be kept informed of progress. Discretion and confidentiality will be observed throughout the procedure.

Harassment and or possible Civil Rights violations

Should be reported directly to **Math Think, CEO, Lucia Vega.**

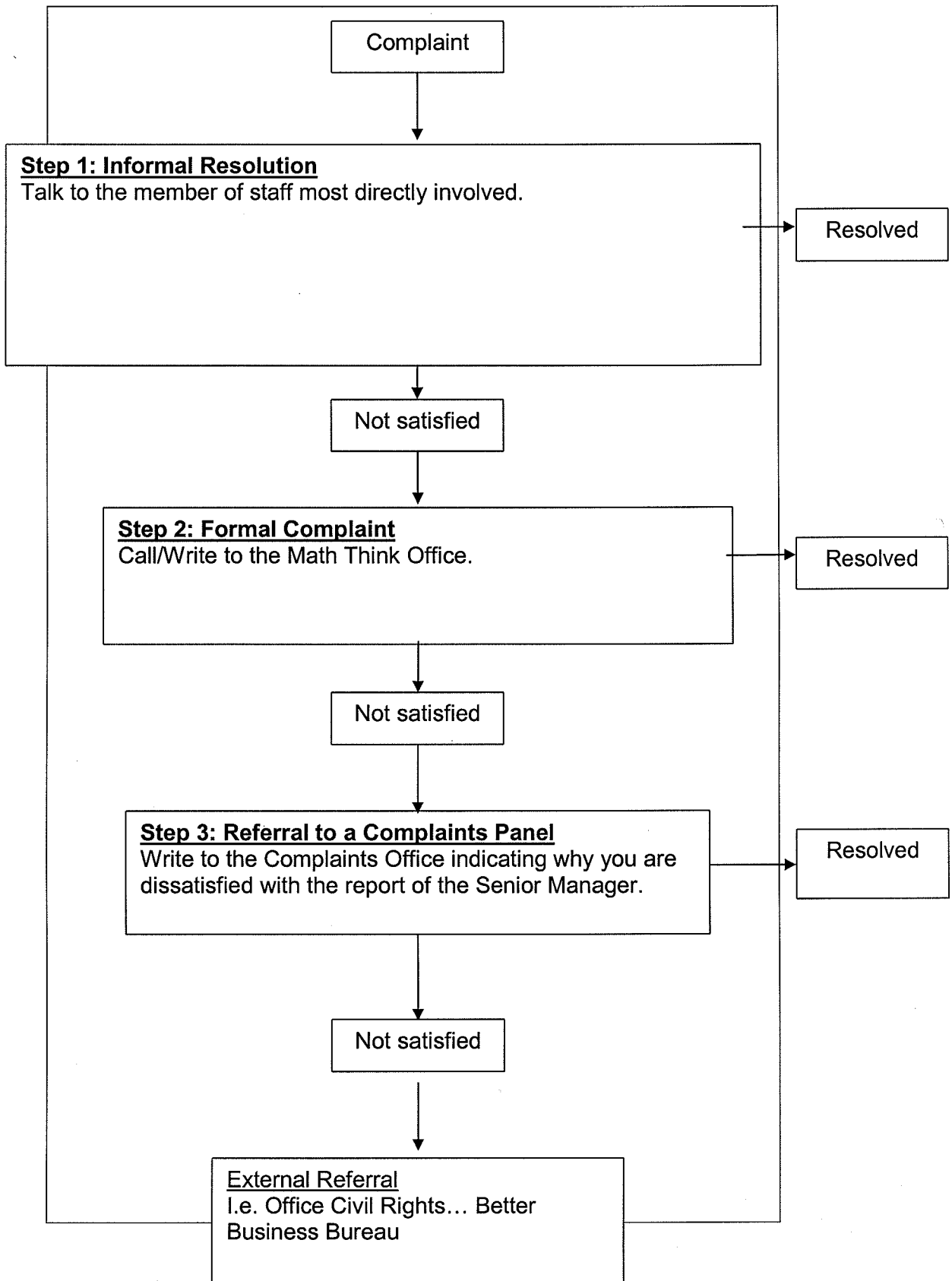
Further information on Civil Rights violations can be obtained from

Phone: 1-800-USA-LEARN (1-800-872-5327)
Spanish speakers available (se habla español)
TTY: 1-800-437-0833
Fax: (202) 401-0689
Mail: U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Equal Opportunities

Math Think it has specific obligations to students with regard to racial equality, gender, sexual orientation, disability, age and religion as required by State and Federal statues and the concepts fairness and equity

Complaints Flowchart



FORMAL ASSESSMENTS & RECORD KEEPING

Formal Assessments (AIMSweb) will be administered before tutoring begins (pre-test) and after 10 tutoring sessions (post-test). These assessments are to be reported to parents/guardians of students, teachers, and to Learning Ladder/MathThink.

Tutors are expected to keep ongoing records showing the progress of their students in the specific subject area and report progress to parents in a meaningful and explicit manner. Parents frequently show concerns regarding how their children are evaluated by the tutor. Where there is concrete evidence of achievement or lack of achievement, the tutor is better able to satisfy the parent's concern as to what subject areas are being assessed and worked on with the student.

RELEASE OF INFORMATION ABOUT STUDENTS

- A. No person, entity or agency may have access to the educational records of any student except as follows:
1. The parent(s) or guardian(s) of the student or students themselves, if eighteen years of age or older, have the right to review and inspect the education records of the students as provided in Administrative Regulation 5125.3.
 2. Any person, entity or agency may have access to the education records of any student upon presenting a signed written consent of the student's parent(s) or guardian(s) or the student, if eighteen years of age or older, which sets forth:
 - a. The date of the consent;
 - b. The records to be released;
 - c. The reason for the release; and
 - d. The names of the person, entity or agency to whom the records are to be released.

Following receipt of the written consent the specified record shall be released under the same terms as set forth in Administrative Regulation 5125.3.

3. Education receipt of the written consent the specified record shall be released under the same terms as set forth in Administrative Regulation 5125.3.
4. Education records of any student shall be released pursuant to judicial order or a lawfully issued subpoena provided that the parent(s) or guardian (s) or student, if eighteen years of age or older, is notified prior to the release where possible.
5. Education records of any student may be released without prior written parental or guardian consent or without the prior written consent of the student involved (in those cases where the student is 18 years of age or older) to school officials who

have a legitimate educational interest in the release of such educational records.
For the purposes of this subsection, a "school official" includes:

- a. A person employed by the district as an administrator, teacher, teacher's aide, counselor, police officer, attendance officer, or support staff member.
- b. Any member of the Board of Trustees.
- c. A person employed by or under contract to the district to perform a special task, such as an attorney, auditor, medical consultant, psychologist, or therapist.

A school official has a legitimate educational interest if the official is:

- a. Performing a task that is specified in his or her position description or by contract agreement.
 - b. Performing a task related to a student's education.
 - c. Performing a task related to discipline or potential discipline of a student.
 - d. Performing a task related to investigation of possible criminal conduct of a student.
 - e. Providing a service or benefit relating to the student or the student's family, such as health care, counseling, job placement, or financial aid.
6. In the event the student seeks or intends to enroll in a school outside the district, the student's education records may be released to the school provided that before releasing the records the parent(s) or guardian(s) or student, if eighteen years of age or older, is notified and given opportunity to inspect any records being transferred.
7. In any other cases allowed under the Family Educational Rights and Privacy Act of 1974.

B.

1. Directory information relating to any student may be released to any person, entity or agency without the prior written consent of the parent(s) or guardian(s) or student as set forth above.
2. Directory information is defined as: "A student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent educational agency or institution attended by the student." A parent, guardian or student, if eighteen years of age or older, may be written request ask that directory information not be released.



111 Fifth Street, Gilroy, CA 95020
 Tel. (800)207-3415

Personnel Clearance Statement

I, Lucia Vega, am an authorized representative of Math Think, Inc. hereby certify under penalty of perjury, that, pursuant to Education Code Section 44237 of the California Education Code, the required criminal background check(s) of all persons (including staff, volunteers and anyone who will be in contact with program participants) who will be providing services to the Mt. Diablo Unified School District has been conducted and that none of those persons listed below have been reported by the California Department of Justice (CDOJ) and the Federal Bureau of Investigations (FBI) as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5 (c) and/or 1192.7 (c).

I further certify that the below named individual have been cleared by medical personnel as not being a carrier of contagious TB.

The persons listed below are currently active employees of a public school district and have submitted to and received a fingerprint clearance in order to be employed with the respective school district.

Full Name	School District	Employee #
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The persons listed below are currently not active employees of a public school district, not public school employees, and/or volunteers and have submitted to and received a fingerprint clearance by the CDJ and FBI.

Independent Contractors paid under IRS 1099 Rules: Full Name (Print)

- Johana Perlas
- Dannie Waddy
- Mark Derstein
- Malinda Phillips

I agree to keep this list current and to submit an addendum if/when changes occur and/or additional personnel are added. I understand that if, at any time, I use a substitute for any personnel on the list, the stipulations hold true for them as well. I further agree to prepare a new personnel clearance statement on an annual basis.

Lucia Vega
 Lucia Vega
 Authorized Representative

Lucia Vega, Executive Director
 Name (print)

12/1/10
 Date



CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
10/29/10**PRODUCER**BLISS & GLENNON, INC.
C/O IRENE C. HERMAN INS & RE SERVS
422 PRESIDIO AVE
SAN FRANCISCO CA 94115**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.****COMPANIES AFFORDING COVERAGE**COMPANY
A LEXINGTON INSURANCE COMPANYCOMPANY
B SOUTHERN INSURANCE COCOMPANY
C PROGRESSIVE INSURANCE COMPANYCOMPANY
D PHILADELPHIA INSURANCE COMPANY

COMPANY E: US LIABILITY

INSUREDLEARNING LADDER, INC.
MATHTHINK, INC.
111 5TH STREET
GILROY, CA 95020**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	41-LX-015848984-2	08/15/10	08/15/11	GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Abuse & Molestation				FIRE DAMAGE (Any one fire)	\$ 100,000
	\$1,000,000				MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY				ANY AUTO	06517968-0
<input checked="" type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per person)	\$				
<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$				
<input checked="" type="checkbox"/> HIRED AUTOS	PROPERTY DAMAGE	\$				
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
GARAGE LIABILITY	ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
E	EXCESS LIABILITY	XL1112631A	09/17/10	09/17/11	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WSI0032391-02	10/01/10	10/01/11	STATUTORY LIMITS	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$ 1,000,000
					DISEASE - POLICY LIMIT	\$ 1,000,000
					DISEASE - EACH EMPLOYEE	\$ 1,000,000
D	PROFESSIONAL	PHSD417981	05/04/10	05/04/11	E&O	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMSCERTIFICATE HOLDER NAMED AADD'L INSURED PER FORM CG2026 07-04. JOB:
INSURED WILL TUTOR AT SCHOOLS WITHIN THE MOUNT DIABLO UNIFIED SCHOOL DISTRICT.**CERTIFICATE HOLDER**MOUNT DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DR.
CONCORD, CA 94521**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert P. Abraham

POLICY NUMBER: 41-LX-015848984-2

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
MOUNT DIABLO UNIFIED SCHOOL DISTRICT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Common Policy Declarations

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY <div style="text-align: right;">00000 0000</div> AGENCY	INSURANCE COMPANY Lexington Insurance Company 100 Summer Street Boston MA 02110
NAME AND MAILING ADDRESS OF INSURED LEARNING LADDER INC 111 5TH STREET GILROY CA 95020	POLICY NUMBER 41-LX -015848984-2/000 RENEWAL OF 41-LX-015848984-1 POLICY PERIOD FROM: 08-15-10 TO: 08-15-11 at 12:01 A.M. standard time at the mailing address shown.

THE NAMED INSURED IS : CORPORATION BUSINESS DESC : PRIVATE TUTORING PROGRAM

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.		
		<u>PREMIUM</u>
COMMERCIAL PROPERTY COVERAGE PART	NOT COVERED	
COMMERCIAL GENERAL LIABILITY COVERAGE PART	2,208	
COMMERCIAL CRIME COVERAGE PART	NOT COVERED	
COMMERCIAL INLAND MARINE COVERAGE PART	NOT COVERED	
COMMERCIAL AUTO COVERAGE PART	NOT COVERED	
GARAGE COVERAGE PART	NOT COVERED	
MISCELLANEOUS PROFESSIONAL LIABILITY	NOT COVERED	
	STATE TAX: \$66.24	
	STAMP FEE: \$5.52	
TOTAL ADVANCED PREMIUM		\$2,208
THE POLICY WRITING NONREFUNDABLE MINIMUM PREMIUM IS \$552		

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

PRG3215(04-07) IL0017 (11-98) IL0270 (09-08) PRG2040(07-06) PRG2023(07-05) PRG7003(11-09)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BY: *Charles J. Hall*
 AUTHORIZED REPRESENTATIVE

Commercial General Liability

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY <div style="text-align: right; margin-right: 100px;">00000 0000</div> AGENCY	INSURANCE COMPANY Lexington Insurance Company 100 Summer Street Boston MA 02110
NAME AND MAILING ADDRESS OF INSURED LEARNING LADDER INC 111 5TH STREET GILROY CA 95020	POLICY NUMBER 41-LX -015848984-2/000 RENEWAL OF 41-LX-015848984-1 POLICY PERIOD FROM: 08-15-10 TO: 08-15-11 At 12:01 A.M. standard time at the mailing address shown.

LIMITS OF INSURANCE	
GENERAL AGGREGATE	\$ 3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$ 1,000,000
PERSONAL INJURY & ADVERTISING INJURY	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$ 100,000 ANY ONE PREMISES
MEDICAL EXPENSE	\$ EXCLUDED ANY ONE PERSON

STATE - 1

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY: LOC # 1: 111 5TH STREET, GILROY, CA 95020

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
1 SCHOOLS - PRIVATE - ELEMENTARY, KINDERGARTEN OR JUNIOR HIGH - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	47476	EACH	150	
2 BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61225	AREA	200	

Commercial General Liability

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY 00000 0000 AGENCY	INSURANCE COMPANY Lexington Insurance Company 100 Summer Street Boston MA 02110
NAME AND MAILING ADDRESS OF INSURED LEARNING LADDER INC 111 5TH STREET GILROY CA 95020	POLICY NUMBER 41-LX -015848984-2/000 POLICY PERIOD FROM: 08-15-10 TO: 08-15-11 RENEWAL OF 41-LX-015848984-1 At 12:01 A.M. standard time at the mailing address shown.

ADDITIONAL INSURED(S)	
BLANKET ADDITIONAL INSURED APPLIES AS REQUIRED BY WRITTEN CONTRACT	PER FORM: CG2026 (07-04)
ORANGE UNIFIED SCHOOL DISTRICT 1401 N. HANDY STREET ORANGE, CA 92867	PER FORM: CG2026 (07-04)

ABUSE AND MOLESTATION ENDORSEMENT
Limits of Insurance: \$1,000,000 Each Incident Limit
\$1,000,000 Aggregate Limit

THE ORANGE UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED. SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL BE PRIMARY, AND ANY INSURANCE CARRIED BY DISTRICT SHALL BE EXCESS AND NON CONTRIBUTORY.

TERRORISM RISK INSURANCE ACT IS INCLUDED \$22

GENERAL LIABILITY PREMIUM	\$2,208
----------------------------------	----------------

FORMS AND ENDORSEMENTS					
APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:					
CG3234 (01-05)	CG2026 (07-04)	PR63206(01-07)	PR63217(05-07)	CG2244 (07-98)	CG2146 (07-98)
CG2155 (09-99)	CG2101 (11-85)	PR63222(05-07)	PR66010(01-07)	PR63249(10-07)	PR63219(05-07)
PR63250(10-07)	PR63209(02-07)	PR63303(09-08)	PR64036(09-08)	PR63319(10-08)	

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BY: 
AUTHORIZED REPRESENTATIVE

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. Excess Insurance, below, applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. Method of Sharing, below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to your cover liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations or the "products-completed operations hazard" for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

PRG 3217 (5/07)

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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)	
Business name, if different from above Math+Think, Inc.	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input 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.) P.O. Box 66	Requester's name and address (optional)
City, state, and ZIP code Gilroy, California, 95021	
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.

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
80 : 0621905

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 ▶	Date ▶ 10/26/10
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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,