

NOV 5 2010

MASTER CONTRACT

FOR SUPPLEMENTAL EDUCATIONAL SERVICES

Title I
Mt. Diablo Unified School District

UNDER THE NO CHILD LEFT BEHIND ACT OF 2001

THIS MASTER CONTRACT ("Contract") is made and entered into on _____, between the Mt. Diablo Unified School District ("District"), a public school district duly operating under the laws of the state of California, and #1 A+ Student Learning Academy Center (address/phone number) P.O. Box 614 North Highlands, Ca 95660 (916) 921-8386 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 \$ **46,118.00**.

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 Alicia Kelleg, located at P.O. Box N. Highlands as its California agent for service of process for purposes of any litigation brought under this Contract. 95660
- 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: *Alicia Kelley*
Founder / chairman

(Name/Title)

P.O. Box 614

(Address)

North Highlands, Ca 95660

(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.

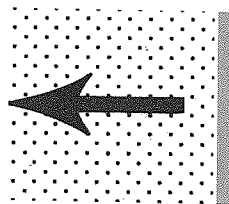
#1 At Student Hearing
PROVIDER: *Academy Center*

BY: *Alicia Kelley*

Alicia Kelley-Founder/Chairman
(TYPE /PRINT NAME AND TITLE)

MT. DIABLO UNIFIED SCHOOL DISTRICT:

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



BUDGET CODE:

Fed ID #: *753030748*

000.3066.10.5800 \$ 25,000.00
000.3066.10.5100 \$ 21,118.00

Purchase Requisition # R62457

MT. DIABLO UNIFIED SCHOOL DISTRICT:

By: Susan J. Hukkanen 11/30/10
Budget Administrator Date
Susan J. Hukkanen
School Support Administrator-Title I

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

1 A+ Student Learning Academy/Center

P.O. Box 614

North Highlands, CA 95660

916 921-8386 916 550-5329 – Fax

Alicia Kelley-Founder/Chairman – Contact Person – vetoackj@aol.com

Serving the special needs of our Educational Community with Advanced Learning Solutions

Program Description

1.	Vendor name:	# 1 A+ Student Learning Academy/Center
2.	Grades you serve:	K-12
3.	Curricular area you tutor, i.e., English Language Arts or Math or other:	Math and English
4.	Ratio of adults to students/Delivery Mode	1:1 (one on One) or 5:1 (small group)
5.	Number of sessions per week per student/hours per day:	Up to 3 sessions per week/1.5 to 2.5
6.	Number of minutes per session:	Up to 120 minutes per session
7.	Where do tutors and students meet?	Home, Libraries and community centers
8.	Minimum number of students required at a site (or grade levels) before you are willing to contract with district : Maximum number will serve	10 students/ No limit – we will provide serve to all the families that request our services.
9.	Do your tutors possess a California teaching Credential?	Yes, and other degrees
10.	Do your tutors posses a California English Authorizations (CLAD etc)?	Yes, and other credentials
11.	Do your tutors speak enough Spanish to relay academic information about the students to the parents?	Yes, and also have support structures when they speak limited Spanish
12.	Comments or other pertinent information you want parents to know. Demonstrated record of effectiveness.	Student achieve one year of grade level growth when they fully complete our program.
13.	Do you offer incentives or rewards including keeping computers? Explain	We offer pen, pencils and like items for consistent attendance and hard academic work.
14.	Are your services on-line? If yes, do you provide the computer?	NO
15.	If on-line: If the parent does NOT have internet access will your company pay for and provide those services? Explain	N/A
16.	Do you provide your tutors with grade level appropriate materials? Briefly describe.	Yes, CTB McGraw Hill and Superachieve and other district adopted curriculums that elevatte students to high achievement.

17	Cost per hour	\$65.00
18.	Number of sessions per student / Days of the week	17-22 estimated Based on PPA release. Sessions will be Sunday-Saturday
19.	Program Description	Sessions are one-on-one/small/medium group sessions, in an after school environment, Setting -library/home; 1.5 to 3.0 hours in length, with up to 3 sessions per week/Sunday-Saturday. The program will provide mathematics or English Language Arts instructional tutoring sessions for K-12 students/ELL that are working below grade levels.
20	Yes we serve Mild SWD students and ELL students	
21	How are records stored/maintained	All records are secured for 5 years in the home office of #1
22	Progress Reports	Each session to parents/ Mid/Final session report to parent/district.

SES Point Of Contact List

Contract Information:

Billing Information:

Local Contract Information:

Information Completed By:

All this information is all sent to the home office and then disseminated to project staff/teachers.

Name of Company: #1 A+ Student Learning Academy/Center

Contract Information:

Name: Alicia Kelley

Title: Founder/Chairman

Phone: 916 921-8386

Fax: 916 550-5329

E-Mail: vetoackj@aol.com

Address: P.O. Box 614

North Highlands, CA 95660

Billing Information:

Name: Alicia Kelley

Phone: 916 921-8386

Fax: 916 550-5329

E-Mail: vetoackj@aol.com

Address: P.O. Box 614
North Highlands, CA 95660

Local Contract Information:

Name: Alicia Kelley

Phone: 1-866-751-1530

Fax: 916 550-5329

E-Mail: vetoackj@aol.com

Address: P.O. Box 614
North Highlands, CA 95660

Information Completed by:

Name: Alicia Kelley

Title: Founder/Chairman

Phone: 916 921-8386

Fax: 916 550-5329

E-Mail: vetoackj@aol.com

Voice Empowered Technology Organization – Non Profit**"Great Vision Empowers A Great Social Growth"****▲ 5022 Bailey Loop Drive – Suite 110****McClellan, CA. 95652-0418 Email: vetoackj@hotmail.com****Phone: (916) 921-8386 (916) 641-7526 – (Fax)**

Uniform Complaint Procedure

The VETO Governing Board and its management recognizes that VETO is responsible for ensuring that it complies with state and federal laws and regulations governing educational programs. VETO shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on ethnic group identification, religion, age, gender, color, or physical or mental disability in any program or activity that receives or benefits from state financial assistance. VETO shall also follow uniform complaint procedures when addressing complaints alleging failure to comply with state or federal law in adult basic education, consolidated categorical aid programs, migrant education, vocational education, child care and development programs, child nutrition programs and special education programs. (Title 5, Section 4621)

The VETO Governing Board and Its management encourages the early, informal resolution of complaints at the site level whenever possible.

Upon receipt of a written complaint from an individual, public agency or organization, uniform complaint procedures shall be initiated. The PSC (Program Site Coordinator) or designee shall distribute full information about these procedures.

The VETO Governing Board and Its management recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the PSC or designee shall initiate a mediation process before beginning a formal compliance investigation. The PSC or designee shall ensure that mediation results are consistent with state and federal laws and regulations. (Title 5, Section 4631)

The VETO Governing Board and Its management acknowledges, and respects student and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the PSC or designee on a case-by-case basis. (Title 5, Section 4621)

The VETO Governing Board and its management prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination or participation in complaint procedures. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Compliance Officers

The VETO Governing Board and Its management designates the following compliance officers to receive and investigate complaints and ensure District compliance with law: (Title 5, Section 4621)

Programs Site Coordinator or Designee

The PSC or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the PSC or designee. (Title 5, Section 4621)

Notifications

The PSC or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The PSC or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

The above notification shall state that complainants may seek help from agencies such as legal assistance agencies, local mediation centers or the county office of education.

Procedures

The following procedures shall be used to address all complaints which allege a violated federal or state law or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4632.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance .

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination, or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination. (Title 5, Section 4630)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, VETO Administration shall help him/her to file the complaint. (Title 5, Section 4600)

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend VETO 's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (Title 5, Section 4631)

Step 3: Investigation of Complaint

The compliance officer shall hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and or his/her representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses. (Title 5, Section 4631)

Step 4: Response

Within 60 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of VETO 's investigation and decision, as described in Step #5 below. (Title 5, Section 4631)

The VETO Governing Board and Its management may consider the matter at its next regular VETO Governing Board meeting or at a special VETO Governing Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The VETO Governing Board and Its management may decide not to hear the complaint, in which case the compliance officer's decision is final.

If the VETO Governing Board and Its management hears the complaint, the compliance officer shall send the VETO Governing Board and Its management the decision to the complainant within 60 days of VETO 's initially receiving the complaint or within the time period that has been specified in a written agreement with the complainant. (Title 5, Section 4631)

Step 5: Final Written Decision

The report of VETO 's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, VETO shall arrange a meeting at which a community member will interpret it for the complainant.

This report shall include:

1. The findings and disposition of the complaint, including corrective actions, if any (Title 5, Section 4631)
2. The rationale for the above disposition (Title 5, Section 4631)
3. Notice of the complainant's right to appeal the decision to the California Department of Education, and procedures to be followed for initiating such an appeal (Title 5, Section 4631)
4. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved

If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of VETO's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with VETO 's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving VETO 's decision. For good cause, the Director of Public Instruction may grant an extension for filing appeals. (Title 5, Section 4652)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing VETO 's decision and must include a copy of the locally filed complaint and VETO 's decision. (Title 5, Section 4652)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS: COMPLAINT RIGHTS

Parents/Guardians:

Education Code 35186 requires that the following notice be posted in your child's classroom:

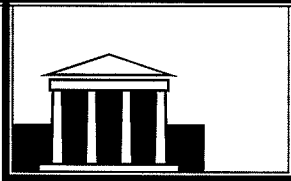
1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each student, including English learners, must have a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments.
2. School facilities must be clean, safe, and maintained in good repair. Good repair means that the facility is maintained in a manner that assures that it is clean, safe and functional as determined by the Office of Public School Construction.
3. To file a complaint regarding the above matters, complaint forms can be obtained at the VETO office, school district offices, or can be downloaded from the California Department of Education's website

Teachers: Signature: _____ DATE: _____
Signing this document states you will compile, have read and will keep a copy for use (if necessary).

Return Only the LAST page of this document with your original signature to home office.

Voice Empowered Technology Organization (VETO)
5022 Bailey Loop Drive – Suite 110
McCellan, CA 95652
(916) 921-8386 (VETO)
(916) 641-7526 - FAX

1 A+ Student Learning Academy/Center



RECEIVED

NOV 5 2010

Title I
Mt. Diablo Unified School District

Founder-Chairman - Alicia C. Kelley

▲ P.O. Box 614

▲ North Highlands, Ca. 95660-0418

Email: vetoackj@aol.com Phone: (916) 921-8386 (vm) (916) 550-5329 - Fax

PERSONNEL CLEARANCE STATEMENT

I, Alicia Kelley am an authorized representative of (# 1 A+ Student Learning Academy/Center). I 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 pupils in the School District has been conducted and that none of those persons listed below have been reported by the California Department of Justice (CDOJ), if applicable, OR their home state Department of Justice or equivalent agency, if they do not reside in California, AND the Federal Bureau of Investigation (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). Tutors who do not live in the United States and whose criminal records are not available to the FBI through their home countries, cannot be cleared to work with School District students.

I further certify that the below named individuals have been cleared by medical personnel as not being a carrier of contagious TB. (Tutors only providing service via phone or internet do not need this clearance.)

The persons listed below are currently active employees of a public school district or active volunteers and have submitted to and received a fingerprint clearance in order to be employed or volunteer with the respective school district. **(If Independent Contractors, add their names below as well)**

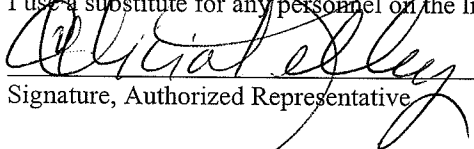
<u>Full Name</u>	<u>School District</u>	<u>Employee #</u>	<u>FBI</u>	<u>DOJ</u>	<u>TB</u>
------------------	------------------------	-------------------	------------	------------	-----------

The persons listed below are currently not active employees of a public school district, or are and are Independent Contractors, and have submitted to and received a fingerprint clearance by the DOJ and FBI.

<u>Employee/Volunteers Full Name (Print)</u>	<u>FBI</u>	<u>DOJ</u>	<u>TB</u>
Erik Felix BA - Education	Y	Y	Y
Linda Voong - BA - Psychology	Y	Y	Y
Mark Smith - Pursing Master-Education	Y	Y	Y
John Dickey-Research MD	Y	Y	Y
Katrina Myles = Ed. BA	Y	Y	Y
William Elliott - Ed. Ph.D	Y	Y	Y
Pauline Lee - Poly Sci. BA	Y	Y	Y
Tanya Randen - Cert in Social Services	Y	Y	Y

<u>In dep. Contractors paid under IRS 1099 Rules: Full Name (Print)</u>	<u>FBI</u>	<u>DOJ</u>	<u>TB</u>
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I agree to keep this list current and to submit a cumulative amended list monthly. 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


Signature, Authorized Representative

Alicia Kelley
Name (Print)

10/26/2010
Date



Policy Number:

Date Entered: 10/25/2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2010

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	JOANNE LINDSEY INSURANCE SERVICES 26893 BOUQUET CANYON ROAD SUITE C 197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (661) 297-1434 E-MAIL ADDRESS: lindseyinsbrkr@sbcglobal.net PRODUCER CUSTOMER ID #:	FAX (A/C, No): (661) 297-1437
	INSURED	INSURER(S) AFFORDING COVERAGE	
	VOICE EMPOWERED TECHNOLOGY ORGANIZATION DBA: #1A+ STUDENTLEARNING ACADEMY/CENTE Alicia Kelly P.O. Box 614 Highlands,, CA 95660	INSURER A: Philadelphia Insurance Company	NAIC #
		INSURER B: MARYLAND CASUALTY COMPANY	
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		PHPK644679	10/26/2010	10/16/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		PHPK644679	10/26/2010	10/26/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	WC04584982	10/26/2010	10/26/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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
A	PROFESSIONAL	<input checked="" type="checkbox"/>		PHPK644679	10/26/2010	10/26/2011	\$1,000,000 \$3,000,000
A	ABUSE & MOLESTATION	<input checked="" type="checkbox"/>		PHPK644679	10/26/2010	10/26/2011	\$1,000,000 \$1,000,000

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (SEE ENDORSEMENT ATTACHED)
30 DAYS NOTICE OF CANCELLATION

CERTIFICATE HOLDER

CANCELLATION

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTIA 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

Joanne Lindsey
LINDSEY

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

Policy Number: PHPK644679

General Liability

VOICE EMPOWERED TECHNOLOGY ORGANIZATION DBA: #1A+ STUDENT LEARNING
ACADEMY/CENTER

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE
CONCORD, CA 94519

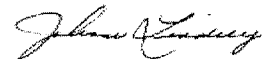
(If no entry appears above, information require to complete this endorsement will be shown in the
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named
Insured's sole negligence.
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the
the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that
the named Insured has agreed and/or is required by contract to name as an additional insured, per
schedule on file with Company.

Additional Premium \$ Incl. _____.



Authorized Representative 10/28/2010
JoAnne Lindsey Date

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Copyright, Insurance Services, Office, Inc. 1998

GLS-210a (4-99)

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) Voice Empowered Technology Organization	
Business name, if different from above # 1 A+ Student Learning Academy/Center	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) P.O. Box 614 North	Requester's name and address (optional)
City, state, and ZIP code North Highlands, CA 95660	
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 75 : 3030748
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Part II Certification

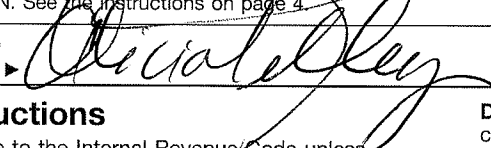
Under penalties of perjury, I certify that:

- 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

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,