

MT. DIABLO UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS

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Purchase Requisition #

R62460

MASTER CONTRACT

OCT 26 2010

FOR SUPPLEMENTAL EDUCATIONAL SERVICES
UNDER THE NO CHILD LEFT BEHIND ACT OF 2001

Title I
Mt. Diablo Unified School District

THIS MASTER CONTRACT ("Contract") is made and entered into on October 21, 2010, between the Mt. Diablo Unified School District ("District"), a public school district duly operating under the laws of the state of California, and 100% Learning Fun Center (address/phone number) 1100 S. Hope St., Ste. 103 Los Angeles, CA 90015, 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 **\$ 35,741.00.**

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 Bryant & Brown, A Professional Corporation, located at 476 3rd Street, Oakland, CA 94607-3834 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:

Jennifer Arias, Program Director
(Name/Title)
1100 S. Hope St., Ste 103
(Address)
Los Angeles, CA 90015
(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:

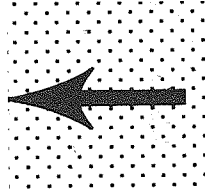
BY:



Jennifer Arias, Program Director
(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:

000.3066.10.5800 \$ 25,000.00
000.3066.10.5100 \$ 10,741.00

Fed ID #: 34-2053005

Purchase Requisition # R62460

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: 100 Percent Learning Fun Center offers a program designed to motivate students who are in need of academic assistance in making an easy transition to the next level. We cover: Math, English, Reading, English Language Learning and Language Arts. Our program promotes self-esteem and confidence building, creating better study habits. Services are offered for students in grades Kinder -12. Families enrolled in our program are continuously notified of their student's progress.
- b. Description of program materials: Students are tutored one-on-one or in small group instruction in Reading and Language Arts, Mathematics, English Language Learning or Science. Our instruction is both challenging and remedial for students enrolled within our program. We utilize Milliken Publishing materials and EdHelper materials in order to customize each students learning experience.
- d. Technology requirements (if applicable): N/A
- e. Total program hours, hours per day, days of the week and number of weeks: Based on the 2010-2011 PPA for Mt. Diablo divided by 100 Percent Learning Fun Center's rate of \$60.00, total program hours would be 19.21. The sessions will be given 1-4 days a week and the session will be 1-2 hours long for 4 weeks a month.
- f. Location, including identification of specific school sites if applicable: Student's home, local library, or community center.
- g. Instructor/student ratio: 1:1, 1:5, 1:8
- h. Number of hours of training for staff: 10 hours
- i. Minimum qualifications of staff: college graduates and/or certified teachers
- j. Student attendance policy (include absenteeism prevention plan): 100% Learning Fun Center monitors and reports attendance through our session log in forms, site monitors and random phone calls to parents to monitor attendance and parent's satisfaction with our program. Almost always parents are notified via telephone when a student fails to attend or participate in services. Sometimes our tutors might complain about a family that is never home during the designated day and time in which they scheduled. So, we will contact the family and try to resolve the attendance issue. When our organization is unsuccessful at accomplishing any goals or resolving issues that might arise with parents, then we notify the district. The district, school and parent will receive verbal notification as well as written notification of their student's attendance.
- j. Description of "incentives," if applicable: Student's are typically awarded a pizza party towards the end of the group tutoring, if students show a 10% increase or higher as a group on final assessments. Other incentives include stationary, learning toys, educational giftcards (Borders), Snacks/Candy, novelites etc. all students will receive their incentives at the end of the program

100 Percent Learning Fun Center

Uniform Complaint Procedures

100% Learning Fun Center's primary responsibility is ensuring that it complies with regulations and state and federal laws governing its educational programs. 100% Learning Fun Center will investigate and will resolve complaints at the local level. 100% LFC will follow uniform complaint procedures regarding state regulations when addressing complaints alleging unlawful discrimination or failure to comply with the law within its services and laws regarding unlawful discrimination on the basis of race, sex, sexual orientation, race ethnic group orientation, color, ancestry, national origin, age, gender, identity, religion, military status, mental and physical disability by a local organization that is funded directly, receives any state or federal fiscal assistance.

Compliance Officer

100% Learning Fun Center's Compliance Officer also known as the Executive Director will maintain and record all forms of investigation regarding complaints to ensure our compliance with the laws.

Notifications

All students, employees, parents/guardians and other interested parties will receive written notification of 100% Learning Fun Center procedures and contact person for complaints. Complainants are hereby notified that they may have alternative civil law remedies via governmental administrative agencies, such as (federal) Office for Civil Rights, (state) Department of Fair Employment and Housing (DFEH), (federal) Equal Employment Opportunity Commission (EEOC), local bar associations, law schools, the Superintendent, or mediation services.

Filing a Complaint

Any alleged regulation governing education programs or federal or state law must be filed with the compliance officer also known as the Executive Director. If a subject matter regarding a complaint is not covered by our policy, the complainant will be advised.

Individual(s) alleging they suffered unlawful discrimination can file complaints alleging unlawful discrimination. An unlawful discrimination complaint must be filed no later than six (6) months from the date of the incident or when the complainant first obtained knowledge that it occurred or he/she or they were discriminated.

Investigating a Complaint

It is optional for the compliance officer or Executive Director along with all parties to resolve a dispute via mediation.

The Compliance Officer/Executive Director will maintain and hold investigative meetings. The Compliance Officer may ask for pertinent information throughout the investigation from 100% Learning Fun Center representative, the complainant and/or outside parties when necessary. Complainants are protected by law from retaliation throughout the investigation process. 100% Learning Fun Center will do their best to protect the complainant, privacy and confidentiality of the investigation. By filing a complaint the complainant understands that certain disclosures may be necessary in order to appropriately and correctly retrieve facts while leading to a resolution.

Written Decision

The complainant will receive a written report from 100% Learning Fun Center regarding our findings throughout the duration of the investigation. This report will include any and all actions, necessary precautions, and suggestions for resolutions. The report will be written in the complainant's native language when necessary or required by law.

Referring Complaint Issues to Appropriate Agencies -

Allegations of child abuse: Los Angeles County Department of Children and Family Services, 3705 West Wilshire Blvd., Los Angeles, CA 90010 and/or Child Abuse Unit of the appropriate local law enforcement agency.

Allegations of fraud will be referred to the responsible State or Federal Department Division Director and its legal office: California Department of Education, P.O. Box 944272, Sacramento, CA 94244-2720.

Health and safety regarding a child development: California State Department of Social Services, Community Care and Licensing, 6167 Bristol Parkway, Room – 400, Culver City, CA 90230.

Discrimination issues involving child nutrition programs: U.S. Department of Agriculture, Food and Nutrition Services, Child Nutrition Division. 3101 Park Center Drive, Alexandria, VA 22302.

Employment discrimination: Department of Fair Employment and Housing (DFEH), 611 West 6th Street Los Angeles, CA 90017.

Depending on the nature of the complaint, the complainant may also have available civil law remedies and may consult his/her attorney. Appeal and review procedures are available.

Policies & Procedures

Non-Discrimination Policy –

100% Learning Fun Center will create an atmosphere conducive to learning through professional actions deemed necessary and will have the greatest respect for the diverse group of clients and students 100% Learning Fun Center is serving. 100% Learning Fun Center will not discriminate against, coerce, or harass staff or clients on the basis of race color, religion, national origin, age, sex, disability, family status, sexual orientation, gender, ethnicity, ancestry, military status or any other basis protected by local law, federal, state, ordinance or regulation.

Sexual Harassment Policy –

Sexual harassment violates federal civil rights laws and 100% Learning Fun Center's nondiscrimination policy. Learning Fun Center is committed to providing and promoting an atmosphere in which employees can realize their maximum potential in the workplace and students can engage fully in the learning process. Toward this end, all members of the 100% Learning Fun Center community (including instructors, staff and students) must understand that sexual harassment will not be tolerated, and that they are required to abide by the following policy. Any reports of sexual harassment may be directed to the Executive Director also known as the Compliance Officer via telephone at (31) 928-1037.

Student Grievance Procedures –

100% Learning Fun Center adheres to Uniform Complaint Procedures. Students, parents and/or employees should refer to our Uniform Complaint Procedures when filing a complaint. All complaints should be made verbally with the compliance officer or written correspondence. Please contact the Compliance Officer at (310) 928-1037.

Child Abuse Reporting Procedures –

California law requires that certain employees must report suspected child abuse or neglect to a child protective agency. These employees, called "mandated reporters," must also sign a statement agreeing to comply with the reporting requirement, prior to commencing employment and as a prerequisite to that employment. 100% Learning Fun Center employees must sign this statement, because duties of our employees require contact with, and supervision of children. In addition, 100% Learning Fun Center employees in any of the occupations listed in Penal Code Section 11165.7 (see below) must sign this statement. A report must be made when a mandated reporter, in his/her professional capacity or within the capacity of his/her employment, has knowledge of or observes a child whom he/she knows or reasonably suspects has been the victim of child abuse or neglect. See Penal Code 11166 (reprinted below).

The law also provides that a person who does report as required, or who provides a child protective agency with access to a victim, shall, not be civilly or criminally liable for doing so. Any reports of suspected child abuse will be reported to the Executive Director at (310) 928-1037.

Missing Children Report –

California Education Code 49370 requires that specified persons, including school teachers, school administrators, school aides, school playground workers, and school bus drivers, report missing children to a law enforcement agency in a timely manner, in order to provide those children a necessary level of protection when they are at serious risk. 100% Learning Fun Center employees must sign a statement regarding this, because duties of our employees require contact with, and supervision of children. See California Education Code 49370.

49370. The Legislature hereby declares its intent in enacting this article to require that specified persons, including school teachers, school administrators, school aides, school playground workers, and school bus drivers, report missing children to a law enforcement agency in a timely manner, in order to provide those children a necessary level of protection when they are at serious risk. Any reports of suspected child abuse will be reported to the Executive Director at (310) 928-1037.

Individual Tutoring Policy –

All 100% Learning Fun Center employees shall not enter a student's home, library or any other location without a parent/guardian or person over the age of 18 on premise. This parent/guardian or person over the age of 18 must remain present during the entire time of the student's instructional service.

Discipline Policy -

100% Learning Fun Center employees do not discipline students in home, school, library tutoring or any other location. Our employees will give students verbal warnings. If the student fails to change his/her behavior the parent is notified via telephone, written correspondence or in person of his/her child's behavior. After the parent is notified if the student's behavior has not changed a meeting is set up between the parent, student and parent liaison to discuss the student's behavior. If this student's behavior still has not changed after this meeting the student will be removed from our program.

Rescheduling and Cancellation of Sessions Policy-

100 Percent Learning Fun Center will notify a parent via telephone call if a session is to be cancelled or rescheduled for any reason the day prior to the session set date. The tutor

will notify 100 Percent Learning Fun Center if for any reason they will not be able to make it to a session and will notify their parent with one day in anticipation unless an emergency arises, in which case the parent will be notified soon after the said emergency presents itself.

Dismissal Policy -

100% Learning Fun Center advises all parents to pick students up promptly following tutoring sessions. If students are not picked up within 15 minutes at the end of a tutoring session a 100% Learning Fun Center staff member will contact the parent. After an additional, 15 minutes (30 minutes total) our staff members are to notify the local law enforcement agency wherein the student will be turned over to their care.

100% Learning Fun Center

1100 S. Hope Street, Suite 103

Los Angeles, CA 90015

(800) 381-1676

info@learningfuncenter.com

www.learningfuncenter.com

100 Percent Learning Fun Center

La responsabilidad fundamental de 100% Learning Fun Center es para asegurar que nosotros honramos y cumplimos las reglas estatal que controlan los programas educacionales. 100% Learning fun Center propone investigar y solucionar quejas al nivel local y de manera sencilla. 100% Learning Fun Center seguirá siempre el procedimiento establecido del estado cuando hay alegas o quejas de discriminación, o no hay conformidad con las leyes de discriminación que envuelven raza, sexo, orientación sexual, orientación de grupo étnico, color, descendencia, oriunda, edad, identidad, temperamento, estatuas militar, discapacitado mental/físico, por una organización directamente fundada, que recibe asistencia fiscal.

Oficial de Investigación

100% Learning Fun Center Oficial de investigación conocido también como El Director Ejecutivo va reportar y mantener los informes de investigaciones para garantizar una atención adecuada .

Notificaciones

Los estudiantes, empleados, padres/guardianes, y otros participantes interesados, pueden recibir notificación por escrito de 100% Learning Fun Center el procedimiento con quien puede comunicarse si hay quejas o diferencias.

La persona que tiene la queja es informado que hay alternativas de una solución civil por medio de las agencias gubernales administrativa como (El Fiscal) Oficina de Derechos Civiles, (Estado) Departamento de Fair Empleo Envoltura Justos (DFEH), (Federal) Comisión de Oportunidad de Empleo Igualitaria (EEOC), asociación de Abogados local, Escuelas de Derecho ,el Superintendente, o Servicio de Meditación.

Manera de Ejecutar una Queja

Cualquier queja de regulaciones controlando programas educativos o fiscal o estado debe iniciar con El Investigador también conocido como El Director Ejecutivo. Si el tema no esta anotado en nuestra póliza, hay aviso que será disponible.

Las personas que alegan sufrimiento de discriminación pueden iniciar el proceso.

Cualquier queja de discriminación debe ser denunciado dentro de los seis meses en el momento que paso o cuando la victima dio cuenta o tenia conocimiento de que ocurrió que el o ella había sido victima de discriminación.

Investigación del Demandante

Es opcional si el Director Ejecutivo decide resolver la disputa por medio de meditación.

El Oficial de Investigaciones/Director Ejecutivo va a mantener y dirigir juntas de investigaciones.

El oficial puede pedir información pertinente durante la investigación de un representante de 100% Learning Fun Center, del demandante o participantes si fuera necesario.

El Hostigamiento Sexual es una violación de los derechos federales y la póliza de "100% Learning Fun Center no permitirá su tolerancia. El "Learning Fun Center" esta comprometido a proporcionar un ambiente donde los empleados puedan desarrollar al máximo sus potenciales y los estudiantes puedan captar completamente el proceso de aprendizaje. De esta manera todos los miembros de la comunidad de "100% Learning Fun Center" (incluido los instructores, personal y estudiantes) deben entender que el hostigamiento sexual no merece tolerancia, y que todos son obligados a honrar y respetar la póliza siguiente. Los Informes de hostigamiento sexual podrán ser dirigidos al Director Ejecutivo, el mismo que es conocido como Oficial de Investigaciones, el mismo que recepcionara los informes en el presente número telefónico: (310) 928-1037.

Procedimientos para Quejas de Alumnos

El "100% Learning Fun Center" se adhiere a la uniformidad del proceso de quejas. Estudiantes, padres y o empleados deben de aludir a nuestro procedimiento de queja y uniformidad. Toda las quejas deben de hacerse con El Oficial de Investigaciones telefónicamente o por escrito. Por favor, comuníquese con El Oficial de Quejas al (310) 928-1037.

Proceso para el Reporte de Abuso a niños

La ley de California requiere que los empleados cumplan con reportar casos de abuso o negligencia hacia los niños a agencias designadas para su protección. Estos empleados llamados "Reporteros Mandatarios" deberán también firmar una declaración que esta de acuerdo con los requisitos de reportación, antes de comenzar a trabajar. Los empleados del "100% Learning fun Center" deberán firmar el requisito porque su tarea consistirá en el contacto físico y también la supervisión de niños. El 100% Learning Fun Center empleados en cualquier ocupación mencionada en el código penal 11165.7 deberán firmar el requisito. y preparar un informe cuando un reportero mandatario en su capacidad de ocupación o dentro la capacidad de empleo tiene conocimiento y observa a un niño ser victima de negligencia o abuso en dicho empleo . Ve Código Penal 11166. La ley también indica que una persona que reporte un delito o quien provee a la agencia de abuso del niño la victima no será culpable civilmente ni criminalmente Informes de abuso sexual debe reportarse al Director Ejecutivo al (310) 928-1037.

Informes de Niños Perdidos

El Código California De Educación 49370 requiere que personas designados, incluidos son profesores, administradores, ayudantes de escuelas, trabajadores del campo de recreo y conductores de buses escolares avisan a las autoridades /policías lo mas pronto posible para asegurar que los niños tengan un nivel de protección necesario cuando hay riesgo. 100% Learning Fun Center empleados deben firmar un contrato de acuerdo porque nuestros empleados requieren la autorización para dirigir a los niños. Revise el código educacional de California 49370.

La legislatura declara su intento en desarrollar un articulo que designe a personas, incluyendo profesores, administradores de escuelas, ayudantes de escuelas, trabajadores del campo de recreo, conductores, de buses escolares, avisen agencias de policía inmediatamente para proveer a estos niños el nivel de protección adecuada cuando están de riesgo. Cualquier informe de abuso sospechoso debe reportar al Director Ejecutivo al (310) 928-1037.

Póliza de Tutoría Individual

Los empleados de 100% Learning Fun Center no deben entrar a la residencia de un alumno/alumna, biblioteca. O cualquier localidad sin la presencia de padres/guardián o persona de edad 18 o mas. Los padres/guardianes o persona designada de 18 anos deben quedarse presente durante el tiempo de ayuda.

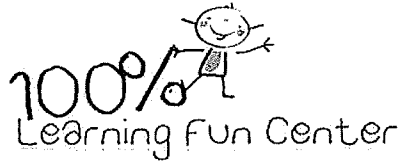
Póliza de Disciplina

Los Empleados de 100% Learning Fun Center no pondrán en disciplina a los estudiantes en el hogar, escuela, biblioteca, durante secciones de tutoría o cualquier localidad. Nuestros empleados les darán a los alumnos una advertencia verbal nada más. Si el estudiante no hace caso y no hay cambio en su comportamiento, son notificado los padres por teléfono, correspondencia escrito, o en persona. Los padres son avisados del comportamiento de su hijo/hija.

Después de notificar a los padres si no hay cambio de comportamiento entonces hay una junta establecida con los padres, estudiantes, o tutor para hablar del comportamiento. Si después de la junta no hay cambio de comportamiento positivo entonces el estudiante estará eliminado de nuestro programa.

Póliza de Despedida

100% Learning Fun Center va avisar a los padres/guardianes que recojan al estudiante inmediatamente después de las sesiones de tutoría. Si no recogen al alumno dentro de 15 minutos después de la sesión de tutoría. El empleado de 100% Learning Fun Center va a llamar por teléfono a los padres, y si todavía está en el sitio de tutoría el estudiantes después de 30 minutos, el representante de 100% Learning Fun Center llamara a una agencia de policía quien va obtener custodia del estudiante.



RECEIVED

NOV 16 2010

PERSONNEL CLEARANCE STATEMENT
Mt. Diablo Unified School District
2010-2011

Title I
Mt. Diablo Unified School District

I, Jennifer Arias am an authorized representative of 100 Percent Learning Fun 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 the Mt. Diablo Unified School District has been conducted and that none of these persons listed below have been reported by the California Department of Justice (CDOJ), 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).

I further certify that the below named individuals 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 # _____

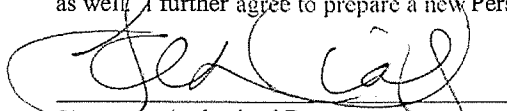
The persons listed below are currently not active employees of a public school district, not public school employees and/or volunteers, and have submitted to and received a fingerprint clearance by the DOJ and FBI.

Employee/Volunteers Full Name (Print)

- Vanesa Fuentes
- Rebecca Lee
- Laurie Paulsen
- Ryan Wander

Volunteer Full Name (Print)

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.



Signature, Authorized Representative

Jennifer Arias

Name (Print)

11.12.2010

Date



PERSONNEL CLEARANCE STATEMENT
Mt. Diablo Unified School District
2010-2011

I, Jennifer Arias am an authorized representative of 100 Percent Learning Fun 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 the Mt. Diablo Unified School District has been conducted and that none of these persons listed below have been reported by the California Department of Justice (CDOJ), 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).

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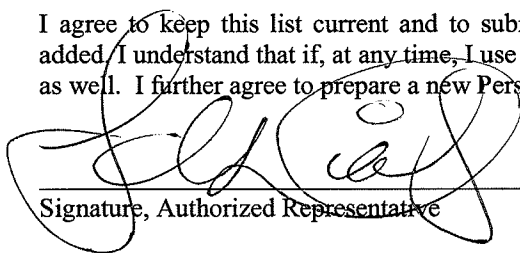
The persons listed below are currently not active employees of a public school district, not public school employees and/or volunteers, and have submitted to and received a fingerprint clearance by the DOJ and FBI.

Employee/Volunteers Full Name (Print)

Koiffi Korha
Tina Carpio
Ryan Wander

Volunteer Full Name (Print)

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.



Signature, Authorized Representative

Jennifer Arias

Name (Print)

10.21.2010

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2010
PRODUCER
A
WARREN BELL INSURANCE AGENCY INC
1111 S GRAND AVE STE 102
LOS ANGELES, CA 90015
THIS CERTIFICATION 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.
INSURED
100% LEARNING FUN CENTER
1100 S HOPE ST STE 103
LOS ANGELES CA 90015-2181

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm General Insurance Company 25151	25151
INSURER B: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER C: State Farm Fire and Casualty Company 25143	25143
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	92-BR-T067-5 G	07/22/2009	07/22/2011	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	318 0556-D13-75A	04/13/2010	10/13/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<input type="checkbox"/> EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER	92-BP-M8275	04/13/2010	04/13/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER
Mount Diablo Unified School District
1936 Carlotta Drive,
Concord, CA 94519
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

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) 100 Percent Learning Fun Center	
Business name, if different from above Learning Fun 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.) 1100 S Hope St, Suite 103	Requester's name and address (optional)
City, state, and ZIP code Los Angeles, CA 90015	
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 34 : 2053005

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ 10.21.2010
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,