

MT. DIABLO UNIFIED SCHOOL DISTRICT
STATE AND FEDERAL PROGRAMS
MASTER CONTRACT

RECEIVED

DEC 01 2015

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

11/25/15
Mt. Diablo Unified School District

THIS MASTER CONTRACT ("Contract") is made and entered into on November 20, 2015, between the Mt. Diablo Unified School District ("District"), a public school district duly operating under the laws of the state of California, and Doctrina Tutoring, 13223 Black Mountain Road #259, San Diego, CA 92129 888-367-2249 Ext. 702, the supplemental educational 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 grade 1 through grade 8 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, Sun Terrace Elementary, Ygnacio Valley Elementary, 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 **\$953.98** as established by the California Department of Education (CDE) under the NCLB Act for the 2015-2016 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 2015-2016 academic year, the total payment to the PROVIDER shall not exceed the estimated amount of \$ 158,361.00.

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 Alma Munoz located at San Diego 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 that is 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 supersede 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: Lorie O'Brien, Administrator
 Instructional Support
 Mt. Diablo Unified School District
 1936 Carlotta Drive, Concord, CA 94519
 Tel: (925) 682-8000
 Fax: (925) 689-0597

For PROVIDER:

Richard Farace
(Name/Title)

13223 Black Mountain Road #259
(Address)

San Diego, CA 92129
(City/State/Zip Code)

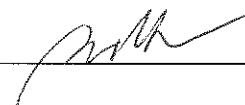
41. Term

This Contract is effective upon the date of execution and shall remain in full force and effect until May 31, 2016, 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:  11/20/15
Date

Richard Farace, President
(TYPE /PRINT NAME AND TITLE)

Fed ID#: 20-4343274

MT. DIABLO UNIFIED SCHOOL DISTRICT:

By:  8 Dec 2015
Date
Budget Administrator
Lorie O'Brien, Administrator
Instructional Support

Approved by:  12/2/15
Date
Jennifer Sachs
Executive Director
Instructional Support

Approved by: _____
Date
Dr. Nellie Meyer
Superintendent

BUDGET CODE:

500, 3066.10.5800 \$ 25,000.00
500, 3066.10.5100 \$ 133,361.00

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:

Education Futures Corp.'s (EFC) instruction is designed specifically as an after-school program offering instruction in reading/English language arts and/or mathematics. Our program aims to engage and motivate students to read by providing a wide array of readings with stories, characters, and ideas that students can relate to their own lives.

Reading/ELA sessions use a five-part process: Introduction, Read-Aloud, Talk, Connection Activity, and Wrap-Up. Conversations about the readings with the tutor and other students, in small groups, have been proven to boost reading comprehension and motivate students to read more.

The mathematics program aims to engage students in discussions and games that help them build mathematical skills and improve their understanding of math concepts by involving them in their own learning. The math program also emphasizes books and stories that include mathematical concepts and ideas that the students can read, discuss, relate to real-life situations, and practice. Students learn to communicate mathematical ideas and concepts and create visual representations of the ideas.

b. Description of program materials:

Doctrina Tutoring is designed to specifically address California grade-level standards in grades K-12. Doctrina Tutoring's strategies are based upon research and successful methods of academic coaching. The goal of Doctrina is to provide an efficient, realistic, simple, and focused program that is coherent and aligned with state standards. The objective is to incorporate the State standards into a high quality program. Doctrina provides Basic Educational Supplemental Services (SES) to eligible students who need assistance in English-Language Arts and Mathematics in order for those students to achieve their grade level proficiency or higher. Doctrina accommodates students with disabilities (SWDs) and English Language Learners (ELL's). Doctrina Tutoring combines instruction with Mastery Teaching techniques. This combination maximizes the learning environment for students. California Curriculum Standards are incorporated into a consistent educational program at Doctrina Tutoring, while enriching essential mathematic and/or reading/language skills. This allows learners to improve their California Standardized Testing results. Doctrina offers the Math and Reading Excellence Program that is specifically designed for California No Child Left Behind Supplemental Services. Curriculum is driven by the State of California & NCLB themes of accountability and achievement. Doctrina Tutoring's Excellence Program follows a blueprint of achievement for the California Standards Tests (CSTs), an important component of California Standardized Testing and Reporting Program. Doctrina utilizes the benefits of in-home and classroom instruction to specifically address student achievement goals. The total duration is over 15 hours for each student. Each student connects with their own personal teacher thus allowing them to have the individualized help and guidance needed to ensure comprehension of mathematics or reading. This method incorporates all learning styles making it ideal for students who may have various learning strengths and weaknesses. Doctrina employs Individualized Instruction using a baseline data that details remedial and basic needs to establish academic goals and provide a timeline for mastery. Use of individualized instruction assists in determining the needs of students by addressing individual learning styles, providing active learning opportunities, promoting collaborative learning, improving attitudes, engaging student interest and reducing inequities. Research shows that Mastery Teaching can improve

instructional effectiveness. Mastery learning has been widely applied in schools and training settings with a demonstrated level of instructional effectiveness.

Mastery learning suggests that the focus of instruction should be the time required for different students to learn the same material. This contrasts with the classic model (based upon theories of intelligence) in which all students are given the same amount of time to learn and the focus is on difference and ability. According to the U.S. Department of Education, instructional practices used during the after-school programs should “actively engage students” attention and commitment. Instruction is ideal for attending to the needs of all students, including those with special needs and English Language Learners. This instruction model has several important advantages over other learning environments: it allows the student to enter a comfort zone where their strengths and weaknesses are assessed and addressed. The safe home environment enriches the mind and spirit to enhance the learning process. Doctrina’s materials are provided by Pearson-Scott Foresman Educational materials and achieve. The format is categorized with weekly and daily lesson plans. Weekly lesson plans are designed to address a specific topic or standard. Tutors may choose from among a variety of components available at each grade level to provide customized and individualized plans for students. Daily lesson plans and journals are at-a-glance overviews of each day’s lesson. Correlations to the grade level California Standards, list of required materials, and key vocabularies are provided in this resource. In addition, pre- and post-quizzes are provided for each week/unit/standard of instruction. Individual recording sheets document growth and performance. Most lessons are designed for a 45-60 minute teaching period. Lessons are specifically designed to build upon concepts previously introduced in the standard, and they remediate to prior grade-level content when it is needed to build solid conceptual understanding. Rationale for Resources: Pearson-Scott Foresman is world’s leading educational publisher. The program provides a consistent format for mathematics and reading instruction.

In 2006, a team of renowned assessment and reading experts working with Dr. John Smithson of the University of Wisconsin's Center for Educational Research aligned the benchmark items to state standards in ten states using Person-Scott Foresman’s Reading Street program. Implementing an alignment model approved by the National Science Foundation, the Institution for Education Sciences, and utilized by the Council of Chief State School Officers, the research clearly showed content alignment and coverage well above that achieved by the state standardized assessments in most of the ten states. "In light of the consistently high levels of alignment to state and grade-specific standards, I can confidently recommend the Scott Foresman Reading Street tests for use in classrooms across the U.S., to inform instruction," said Smithson, the project’s co-principal investigator. Doctrina also cultivates a Mastery Teaching model. This model engages students’ learning at their own pace. The steps of Mastery Teaching include: orientation, presentation, structured practice, guided practice, and, finally, independent practice. Problem solving or critical skills “problems of the day” are an important part of each lesson. These “warmups” are used before instruction or as reinforcement and practice after the lesson is introduced. These activities are designed to encourage students to think about and discuss concepts through challenging problem solving situations. Conceptually-based instructional lessons are provided for each standard. These detailed lessons supply structured support and essential content information for teachers. Lesson practice models and pages are provided for teaching examples and practice exercises for each lesson. The lessons on the practice pages are designed to extend the understanding from the instructional activities to paper-and-pencil recording. This practice is available as consumable books provided by Pearson-Scott Foresman. In addition, practice worksheets and reading materials are provided by Pearson. Games and activities are made available for additional support in a fun and engaging format. Technology, such as a tablet is utilized by tutors for digital material.

c. Technology requirements (if applicable): NA

d. Total program hours, hours per day, days of the week and number of weeks:

15.90 total hours per student; 1-3 hours per day; 3-5 days a week; 4-6 weeks.

e. Location, including identification of specific school sites if applicable:
In school (when available), in-home, local library, community center and/or Church

f. Instructor/student ratio: 1:1; and small group tutoring

g. Number of hours of training for staff: Staff receives 8 hours of training

h. Minimum qualifications of staff:

All tutors have a minimum of 60 college credits.

i. Student attendance policy (include absenteeism prevention plan):
Tutors are in constant contact with parents to ensure they know why a student does not show up for tutoring. When a student is absent for the first time, a report is sent from the tutor our local manager. When the same student is absent the 2nd time, the local manager contacts the parent to see if a better schedule would work. Students have up to a maximum of 5 absents before we request for a withdrawal from our program.

j. Description of "incentives," if applicable:
Students that complete 100% of all tutoring hours receive an electronic tablet.

k. Description of substitute teacher policy:
At no time are students left unsupervised. In the event a substitute teacher is required, Doctrina will draw from its reserve pool of highly-qualified teachers to fill in for the programs regular tutor.

l. Parent and teacher communication plan, including communication to teachers:
Doctrina communicates with parents and teachers during the initial consultation as well as on an as needed basis. In addition, Doctrina shares the Individual Learning Plan with parents and sends regular, periodic Progress Reports.

m. Description of complaint procedures:
Doctrina's Uniform Compliant Procedures (UCP) policy is attached.

n. Policy for maintenance of records for purpose of evaluating compliance with the provisions set forth in Paragraph 1 of the Contract and items (c), (j) and (l) set forth herein in Exhibit A:
Doctrina's policy is to maintain all records in a secured storage location for a minimum of five years.

o. Invoicing/Terms of Payment, including the expected number of students to receive services for the total fee to be paid or, in the alternative, the expected cost per student served, the hourly rate, the number of session hours expected to be delivered to each student based on PROVIDER'S hourly rate (based on District's Per Pupil Allocation for SES):
As of the contract date, Doctrina expects to service approximately 166 students from MDUSD for a per-pupil allotment of \$953.98 and a total payment of \$158,361.00. We will service each student for

a total of 16 sessions at an hour per session. Doctrina will bill the district monthly for services provided in the previous month.

- p. Description of the format/content of Program Summary Final Report of student progress (including pre/post assessment tools used):

Doctrina's final reports contain information about the program hours and dates of attendance, instructional staff, and information about student pre- and post-program benchmarks and attendance.

To benchmark student knowledge and measure performance, Doctrina uses the Achieve pre- and post-test.



RECEIVED

DEC 01 2015

Title I
Mt. Diablo Unified School District

Doctrina Tutoring Letter of Certification Personnel Fingerprint/TB Clearance

I, Karlton L. Roberts, am (an authorized representative of/doing business as Doctrina Tutoring, hereby certify that pursuant to California Education Code Section 45125.1 the required criminal background check(s) of all persons of all persons who will be providing services to the Mount Diablo Unified School District has been conducted and that none of those persons listed below have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified by Penal Code Section 667.5(c) and/or 1192.7(c).

All SES employees who work directly with students must meet TB clearance requirements as specified in 13075.2., California Title 5 Regulations.

I hereby certify that the above conditions have been met. Each of the following employees who work with students has met these conditions. No new employee may begin to work with students until these conditions have been met. It is the responsibility of the provider to immediately notify the district of any changes in personnel. Failure to notify the district in a timely manner can result in the immediate termination of the district's contract with the provider.

I agree to keep this document up-to-date and will submit monthly documentation of approved SES personnel.

Fingerprinting/TB Clearance

NAME OF SES EMPLOYEE PROVIDING SERVICES TO PARENTS/STUDENTS	DATE OF LAST FINGERPRINT APPROVAL	DATE OF LAST NEGATIVE TB CLEARANCE
Alma Munoz	1/18/15	1/20/15
Kimberly Cabrera	12/3/14	8/25/15
Michelle Hernandez	8/6/15	8/11/15
Yesenia Quintero	8/21/15	7/31/15
Rene Quintero	8/21/15	8/27/15
Jasmine Quintero	8/21/15	9/20/13

Signature of SES Representative

11/24/2015

Date



Policy Number:

Date Entered: 11/22/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	JOANNE LINDSEY INSURANCE SERVICES CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME:	
		PHONE (A/C, No, Ext):	(800) 244-9202
		FAX (A/C, No):	(661) 297-1437
		E-MAIL ADDRESS:	lindseyinsbrkr@socal.rr.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
		INSURER B: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
		INSURER C: HARTFORD INSURANCE COMPANY	22357
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED DOCTRINA INC. DBA: DOCTRINA TUTORING
 Richard Farace, MEd
 1501 FRONT STREET, SUITE 102
 SAN DIEGO, CA 94101-2974

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			PHPK1058003	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1058003	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			PHUB430536	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WECGG7161	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <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 LIABILITY			PHPK1058003	09/01/2015	09/01/2016	\$1,000,000
A	ABUSE & MOLESTATION			PHPK1058003	09/01/2015	09/01/2016	\$1,000,000 \$1,000,000
A	CRIME BOND			PHPK1058003	09/01/2015	09/01/2016	\$500,000 \$5,000 DED

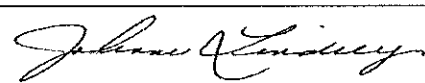
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. (SEE ENDORSEMENT ATTACHED)

30 Days Notice for cancellation, non-renewal or major coverage change

CERTIFICATE HOLDER

CANCELLATION

MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 Carlotta Drive CONCORD, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  JOANNE LINDSEY
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

Policy Number: PHPK1058003

General Liability

DOCTRINA INC. DBA: DOCTRINA TUTORING

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSUED—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
TITLE 1 OFFICE-WING C
1936 CARLOTTA DRIVE
CONCORD, CA 94519

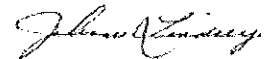
(If no entry appears above, information require to complete this endorsement will be shown in the
Declarations as applicable to this endorsement)

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.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in 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. _____.



11/24/2015
Authorized Representative Date
JoAnne Lindsey

Includes copyrighted material of Insurance Services Offices, Inc., with its permission
Copyright, Insurance Services, Office, Inc. 1998

Policy Number: PHPK1058003

Umbrella Liability

DOCTRINA INC. DBA: DOCTRINA TUTORING

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**MT. DIABLO UNIFIED SCHOOL DISTRICT
TITLE 1 OFFICE-WING C
1936 CARLOTTA DRIVE
CONCORD, CA 94519**

RECEIVED
DEC 04 2015
Title 1
Mt. Diablo Unified School District

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

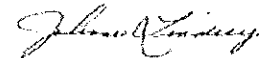
Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the 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.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in 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.

Limits of Liability \$4,000,000 Excess of Primary

Additional Premium \$ Incl. _____.



Authorized Representative Date
JoAnne Lindsey

Includes copyrighted material of Insurance Services Offices, Inc., with its permission
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.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Doctrina Tutoring

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see Instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
13223 Black Mountain Rd., #259

6 City, state, and ZIP code
San Diego, CA 92128

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	4	3	4	3	2	7	4

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶ 9/17/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.