

Purchase Requisition #

R94900
R94808

RECEIVED

SEP 15 2016

BUDGET & FISCAL SERVICES

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

On File

SCANNED

Attached W-9 Insurance

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 10th day of June 2016, by and between the Mt. Diablo Unified School District (hereinafter "District") and SEEDS Community Resolution Center (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 24,000.00 for Services 355 - 3070 - 40 - 5800 \$ 12,000.00

The basis of the fee for Services shall be as follow 533 - 3093 - 40 - 5800 \$ 12,000.00

- a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____
- b. \$ 200.00 per day, or **BUDGET CODE(S)**
- c. \$ _____ per engagement.

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on September 1, 2016. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

Purchase Requisition #

R 94900
R94898

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit B prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition #

R 94900
~~R 94898~~

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: SEEDS Communiy Resolution Center
Attn: Jeffrey Sloan
Address: 2530 San Pablo Suite A
Berkeley, CA 94702
Phone: (510)548-2377
Fax: (510)548-4051
Tax ID #: 94-3054165

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

R94900

~~R94898~~

Purchase Requisition #

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

SEEDS Community Resolution Center

By: *James Cismowski* 6/28/16
 Signature of Principal/Budget Administrator Date

Name of Company/Organization or Independent Contractor/Consultant
 By: *Jefferey Sloan* 8/18/16
 Signature of Contractor/Consultant Date

Title: Liane Cismowski & James Wogan, Adm
Print Name and Title

Title: Jefferey Sloan, Executive Director
Print Name and Title

Authorized and Approved by:

Chris Holleran 9/15/16
 Superintendent or Designee Date
Chris Holleran, Asst. Superintendent, High School

Jonathan Eagan
 * Jonathan Eagan, Asst. Superintendent, Middle Schools

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

Lynnea Hughes 6/10/16
 Originator's Signature Date
Lynnea Hughes, Social Work Specialist
 Print Name of Originator and Title

Mt. Diablo High School
 Site/Department Originating this Contract

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

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

R94900
~~R94898~~

INDEPENDENT SERVICES CONTRACT EXHIBIT A

Mt. Diablo High School and SEEDS Community Resolution Center with partner to provide the below special services and consulting:

Training select students and staff in the principals of Peer Mediation and the development and implementation of Peer Mediation Programming for the purpose of increasing effective student engagement strategies, improving school climate, and imparting essential communication, conflict resolution and de-escalation skills to the participants.

Peer Mediation Training

The SEEDS consultant will facilitate trainings and experiential skill building for a select number of students and provide comprehensive coaching and supervision through the program. The consultant will also provide participants with materials, rubrics and activities that can be used in the execution of their mediation.

SEEDS Mediation and Conflict Resolution training introduces the philosophy, principles and practices of Facilitative Mediation. Through experiential learning, participants will use their own knowledge, experiences and skills to understand and learn the paradigm shift from non-restorative practices towards a restorative culture. What is crucial is that participants engage with their own beliefs about conflict and reparative responses to disputes and miscommunication. The stories that we encounter through mediation practices are varied and require us to become master learners and teachers of empathy, communication, and emotional intelligence and conflict resolution. This orientation teaches techniques to search within for the resources necessary to achieve positive and conciliatory outcomes.

Program Start-up, Recruitment, Marketing

SEEDS staff will be on-site for 1-2 hours per day, 2 days per week for two weeks prior to the first scheduled Fall semester training (Recruitment beginning the week of September 2nd, 9th and 12th, 2016)

- Lunch-time tabling
- Distribution of flyers/nomination forms and referral forms to faculty, staff, and students
- Presentation at Staff Meeting
- Informational meetings with former and potential peer mediators

Trainings, 55-60 minutes each

14 Mediation Training Sessions for Fall Semester 2016. The training sessions will start the week of September 12th and conclude the week of December 12th, 2016 during 1 class period a week (Link Crew). A second Cohort of Peer Mediators will be trained after school during the same dates mentioned. Select peer mediator candidates will be trained in the following skills:

- Communication Skills: Active listening, empathizing, asking clarifying questions, checking assumptions, identifying possible solutions.
- Conflict Styles: Identifying and dealing with different conflict styles.
- Culture & Cultural Identity: The impact race, ethnicity, gender, class, sexual orientation, education etc. have on conflicts.
- Mediation Skills: Maintaining impartiality and respect; identifying and framing issues; facilitating communication and negotiation; dealing with biases, feelings and assumptions.
- Practice Sessions: Extensive mediation practice in small groups with coaching and time to practice new skills through role plays

The outcome for this training is to prepare the program participants to mediate and help resolve conflicts that fellow students are encountering and to assist them in reaching a resolution.

Coaching – Modeling – Supervision

Consulting, modeling and supervision will be provided for a 6 hour period (10:30am-4:30pm) two afternoons a week (Mondays and Fridays) for 28 weeks beginning the week of September 12, 2016 and concluding the week of March 27, 2017. Participants and staff will receive coaching and support in the following areas:

- Assist peer mediators with the preparation prior to the mediation by reviewing the nature of the case and reviewing important elements of the process.
- Assistance with de-escalation and correction should circumstance require intervention.
- Debrief the case after the mediation to review how the case went, recognizing the successful strategies and allowing for additional coaching and support.
- Lead mediation between students and teachers, and students and students as needed.
- Provide mock mediation practice for peer mediators if no actual mediations are scheduled
- Refresher coaching for former peer mediators
- Offer workshop style consultations to the MDHS PBIS team
- Present program updates and up to date data snapshots at staff wide meetings
- Participate in MDHS parent engagement strategies (i.e. parent nights, trainings, family mediations)

Total Proposal Amount: \$24,000

Program Start-up and Recruiting

2 Session of our 11 Week Mediation Training

Contractor will:

- Work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- When appropriate, contractor will: Assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community.
- In the event that an urgent or emergency circumstance is encountered by Contractor, (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) he/she will immediately directly contact the DCC Coordinator and Administrator of the school. Contractor will also contact the designated school site administrator and his/her immediate supervisor.
- Contractor assumes full responsibility and liability for any and all services he/she provides.
- Contractor will: Obtain written permission to provide services for any and all student's served.
- Contractor will, upon intake, request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- Contractor will provide a mid-year utilization summary including number of students referred for services, number of students who participated in the peer mediation program, number of students seen for one session, number of students for whom parental consent for counseling was not obtained, the top four reasons for referral for mediation, ethnicity and gender of student population referred for and participated mediation services, and relevant information related to the delivery of services.
- Contractor will provide an end-of-year utilization summary including number of students referred for services, number of students who participated in the peer mediation program, number of students seen for one session, number of students for whom parental consent for counseling was not obtained, the top four reasons for referral for mediation, ethnicity and gender of student population referred for and participated mediation services, and relevant information related to the delivery of services.
- With parental permission, contractor will identify students in need of ongoing counseling services the following school year. Contractor will seek written parental permission to exchange summary information with school site and district personnel involved in the delivery of counseling and other support services. These students will be referred to the School Coordinated Care Team, with consideration for referral to counseling provided at the school site the following school year.

- During breaks from school and summer, students in need of urgent services and support will be referred to appropriate and accessible community resources.
- Contractor will maintain timely and accurate records.
- Contractor will maintain student and family confidentiality.
- Contractor may help students to develop skills in the following areas: social skills, anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- Contractor will: Demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.

Additional Information:

- Contractor has extensive experience working in public schools.
- Contractor has provided effective services and staff development trainings in MDUSD in the past.
- Contractor ensures that services provided do not conflict with the interests of any public or private agency
- Contractor ensures that he/she has been fingerprinted and cleared by the Department of Justice (DOJ) to work with children.
- Contractor has furnished a valid certificate of insurance with Mt. Diablo Unified added as additionally insured.
- Contractor has furnished a current W-9 form.
- Funding provided by _____ categorical funds are set aside in approved budget for 2016-2017

Contract arranged by: Lynnea Hughes

Date: June 6, 2016

Position:

EXHIBIT B

Contractor **REQUIRED** to Complete CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:	SEEDS Community Resolution Center
Services to be performed under the Agreement:	Conflict mediation, peer mediation training & supervision, program data collection.
Schools/Locations where services will be performed:	Mt. Diablo High School
Total amount to be paid by the District under this Agreement:	\$ 24,000
Term of Agreement:	9/12/2016-3/27/17
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

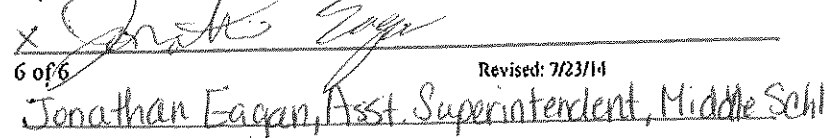
"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



Jeffrey Sloan 9/14/16
 Print Name Date
 Independent Contractor/Consultant



Chris Holleran, Asst. Superintendent, High School Date
 Superintendent or Designee's Signature



Jonathan Eagan, Asst. Superintendent, Middle Sch
 Superintendent or Designee's Signature

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) SEEDS Community Resolution Center	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2530 San Pablo Avenue, Suite A	Requester's name and address (optional)
City, state, and ZIP code Berkeley, CA 94702		
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 the "Name" line 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 <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><th colspan="9">Social security number</th></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	Social security number												-					
Social security number																			
			-																
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><th colspan="9">Employer identification number</th></tr> <tr><td>94</td><td> </td><td> </td><td>-</td><td>3054</td><td>165</td><td> </td><td> </td><td> </td></tr> </table>	Employer identification number									94			-	3054	165			
Employer identification number																			
94			-	3054	165														

Part II Certification
Under penalties of perjury, I certify that:
<ol style="list-style-type: none"> 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 ▶ <u>8/18/10</u>
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General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2016

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Diane Gil PHONE (A/C, No, Ext): 818.539.8606 FAX (A/C, No): 818.539.8706 E-MAIL ADDRESS: Diane_Gil@ajg.com														
INSURED SEEDS Community Resolution Center 2530 San Pablo Avenue, Suite A Berkeley, CA 94702	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Travelers Property Casualty Co of A</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of A	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Co of A	25674														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

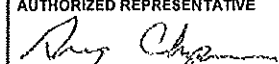
COVERAGES **CERTIFICATE NUMBER: 768905344** **REVISION NUMBER:**

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	
							PER STATUTE	OTHER
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		660408X485916	4/7/2016	4/7/2017	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	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
							Prof. Liability	\$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			660408X485916	4/7/2016	4/7/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4423T91616	4/7/2016	4/7/2017	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N N/A						
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Mount Diablo Unified School District, 1936 Carlotta Drive, Concord CA 94519 is named additional insured with respect to the operations of the named insured.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 660408X485916

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHARITY FIRST – AMENDMENT OF COVERAGE – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured):

Mount Diablo Unified School District

Designation Of Premises (Part Leased to You)

PER SCHEDULE ON FILE

WHO IS AN INSURED (Section II) is amended to include as an insured:

- A. Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C. Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3. The ownership, maintenance or use of that part of a premises leased to you; or
- 4. "Your work" for that insured by or for you.

As respects Part C.3. above, this insurance does not apply to:

- (a) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b) Any "occurrence" which takes place after you cease to be a tenant in that premises.



One Tower Square, Hartford, Connecticut 06183

POLICY DECLARATIONS
COMMERCIAL EXCESS LIABILITY
(UMBRELLA) INSURANCE POLICY

POLICY NO.: XSM-CUP-4423T916-TIL-16
ISSUE DATE: 02-18-16

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
SEEDS COMMUNITY RESOLUTION
CENTER
2530 SAN PABLO AVENUE, SUITE A

BERKELEY CA 94702

THIS POLICY DOES NOT
COVER LIABILITY
ARISING OUT OF
ASBESTOS MATERIAL
SEE ENDORSEMENT
UM 01 96 07 96

2. THE NAMED INSURED IS A:

CORPORATION SOLE PROPRIETOR PARTNERSHIP OR JOINT VENTURE OTHER
NON PROFIT ORG

3. POLICY PERIOD: From 04-07-16 to 04-07-17 12:01 A.M. Standard Time at your mailing address.

4. PREMIUM: * \$ 2,200 Flat Charge Adjustable (See premium schedule)
* DIRECT BILL

5. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	1,000,000 1,000,000	Products/Completed Operations Aggregate General Aggregate
COVERAGE A - Bodily Injury and Property Damage Liability	1,000,000	any one occurrence subject to the Products/ Completed Operations and the General Aggregate Limits
COVERAGE B - Personal and Advertising Injury Liability	1,000,000	any one person or organization subject to the General Aggregate Limit of Liability
RETAINED LIMIT	10,000	any one occurrence or offense

6. SCHEDULE OF UNDERLYING INSURANCE:

POLICY	LIMITS (000 omitted)	COVERAGE	COMPANY
SEE ENDORSEMENT CG D0 23 04 96			

7. On the effective date shown in Item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form UM 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:

SEE END. IL T8 01 01 01

NAME AND ADDRESS OF AGENT OR BROKER:

COUNTERSIGNED BY:

CHARITY FIRST AJG CO TT446
PO BOX 193944
SAN FRANCISCO CA 94120-3944

Authorized Representative

DATE: _____

CG T0 14 04 96
OFFICE: NAT'L PRGM'S-ORL