

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
 1936 Carlotta Drive  
 Concord, CA 94519

**AGREEMENT BETWEEN  
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 29th day of November, by and between the Mt. Diablo Unified School District (hereinafter "District") and Knowing Technologies (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 5 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 \$ 29,628.91 for Services.

The basis of the fee for Services shall be as follows:

a. \$ \_\_\_\_\_ per hour,      b. \$ \_\_\_\_\_ per day, or      c. \$ 5,850.00 per engagement.

01 - 4035 - 1110 - 1000 - 31750 - 000 - 658 - 004 - 5885 \$ 20,087.65

01 - 4127 - 1110 - 1000 - 31480 - 000 - 658 - 019 - 5885 \$ 9,641.26

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_  
 BUDGET CODE(S)

**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 \_\_\_\_\_. 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

Purchase Requisition # \_\_\_\_\_

party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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 \_\_\_\_\_** 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 (with aggregate limit no less than **\$4,000,000**). **EXCEPTION:** Contracts of less than \$7,500 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. **Other Coverages When Applicable:**

Purchase Requisition # \_\_\_\_\_

- a. **Professional Liability/Errors & Omissions Liability:** \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. **Sexual Abuse and Molestation Coverage:**
- c. **Cyber Insurance:**
- d. **Other:**

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.

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 (note, a waiver for one type of insurance does not constitute waiver for all):

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 or  
his designee

\_\_\_\_\_  
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. Limitation of District Liability. Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. 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,

Purchase Requisition # \_\_\_\_\_

registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

CONTRACTOR

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

Bus. Name: Knowing Technologies, LLC  
Attn: \_\_\_\_\_  
Address: 1528 S. El Camino Real, Suite 307  
San Mateo, CA 94402  
Phone: (650)461-4121  
Fax: \_\_\_\_\_  
Email billing@knowingtechnologies.com  
Tax ID #: 204726783

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

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Knowing Technologies, LLC

Name of Company/Organization or Independent Contractor/Consultant

By: \_\_\_\_\_  
Signature of Principal/Budget Administrator Date

By:  \_\_\_\_\_  
Signature of Contractor/Consultant Date

Title: Dawn Edwards, Asst. Director Ed Services  
Print Name and Title

Title: Tom Wildman, CEO  
Print Name and Title

Purchase Requisition # \_\_\_\_\_

Authorized and Approved by:

\_\_\_\_\_  
Superintendent/Designee Date

**Prior to commencement of service, sign and forward completed original contract packet to Purchasing.**

Dent/Educational Services

\_\_\_\_\_  
Originator's Signature Date

\_\_\_\_\_  
Site/Department Originating this Contract

Dawn Edwards, Asst. Director Ed Services

\_\_\_\_\_  
Print Name of Originator and Title

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<i>Distribution</i>
<i>original: Purchasing with Purchase Order</i>
<i>copy: Contractor</i>
<i>copy: Accounts Payable/Fiscal</i>
<i>copy: Originator/Budget Administrator</i>

Purchase Requisition # \_\_\_\_\_

## **EXHIBIT “A”**

### **LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR**

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).**

Scope of Services for 2021-2022 School Year.  
Payment Schedule: \$5,850.00/month

Instructional Innovation Program. Knowing Technologies will provide an Instructional Innovation Coach to develop and implement a professional development program and the services provided in connection with the program in partnership with the school's academic leadership team during the academic year.





We have prepared a quote for you

**MDUSD Title II Vendor Contract — De La Salle HS  
/Knowing Technologies**

Quote # [taw001294](#)  
Version 1

Prepared for:

**Mt. Diablo Unified School District**



Products

Description	Price	Qty	Ext. Price
<p><b>Instructional Innovation Agreements</b></p> <p><b>Instructional Innovation 2021-22</b></p> <p>1st month prorated with a start date of: 12/18/21</p>	\$2,641.94	1	\$2,641.94
<p><b>Instructional Innovation Agreements</b></p> <p><b>Instructional Innovation 2021-22</b></p> <p>Scope of Services; Service Levels:</p> <p>1) Instructional Innovation Program. The Company will provide Client with an Instructional Innovation Coach to develop and implement a professional development program (the "Program" and the services provided in connection with the Program, the "Program Services") for program participants ("Participants") in partnership with the school's academic leadership team during the academic year. During the summer, coaching experiences will be provided that can include educators, academic leaders, or other staff members. The number of participants in the summer program will be mutually agreed upon by the Company and Client.</p> <p>a) Program Structure. Programming will include a range of coaching support for all "Participants" including one to one and small group sessions. A specific program structure will be decided one to two months before the start of the Program between Company and Client.</p> <p>b) Program Participants will be comprised of a range of educators across different grade levels, disciplines, and skill levels with technology use and integration.</p> <p>c) Program Sessions. Each Program Participant will participate in a one to one and/or small group coaching sessions each week, totaling five hours per week per Program. The Program sessions will primarily be virtual with up to three on-site visits per Program year. In addition to these sessions, regular communication (email, phone, video, in-person) with academic leadership will occur.</p> <p>As part of the Program, the Company will:</p> <ul style="list-style-type: none"> <li>· provide a virtual presentation of the Program to Client's administrative team and, if requested by Client, its faculty members;</li> <li>· assist in the Participant selection process for the Program;</li> <li>· conduct individual or small group coaching sessions with Participants during Client's normal business hours every week that school is in session at least 4 weekdays ("Scheduled Days") with the following exceptions:             <ul style="list-style-type: none"> <li>· the Company can select five of the Scheduled ET Days per year in which the representative will not be provided; and</li> <li>· the Company will reschedule any other Scheduled ET Day missed due to a Company representative illness or absence at a time proximate to the missed day.</li> </ul> </li> <li>· coordinate with Client to determine logistics of coaching sessions that include the day of week and length of each session for all Participants;</li> </ul>	\$5,850.00	6	\$35,100.00

Products

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> <li>· sessions will range from 45-60 minutes in duration; and</li> <li>· no more than five sessions will be conducted each week.</li> <li>· construct an Instructional Innovation Action Plan with each Participant at the start of the program. The Action Plan will include specific goals, tools and strategies to implement, progress made, evidence to support progress, and alignment to ISTE Standards;</li> <li>· provide updates to academic leadership regarding each Participant's progress in the Program; and</li> <li>· conduct periodic "Reflect and Share" group sessions with all Participants and academic leadership to review progress.</li> <li>· construct an Instructional Innovation Portfolio that will be made available to the entire faculty.</li> </ul>			

Subtotal: **\$37,741.94**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2022

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 SUBROGATIONIS 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).

<b>PRODUCER</b> USAA INSURANCE AGENCY INC/PHS 65812845 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (888) 242-1430 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC#	
<b>INSURED</b> KNOWING TECHNOLOGIES LLC 1528 S EL CAMINO REAL STE 307 SAN MATEO CA 94402-3067	INSURER A : Sentinel Insurance Company Ltd. 11000	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		65 SBA TQ4749	05/05/2021	05/05/2022	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			65 SBA TQ4749	05/05/2021	05/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			65 SBA TQ4749	05/05/2021	05/05/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	FAILSAFE TECHNOLOGY E OR O			65 SBA TQ4749	05/05/2021	05/05/2022	Each Glitch \$1,000,000 Aggregate \$1,000,000	

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

MT. DIABLO UNIFIED SCHOOL DISTRICT  
 The District, its officers, officials, employees and volunteers  
 1936 CARLOTTA DR  
 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

*Susan S. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

January 20, 2022

MT. DIABLO UNIFIED SCHOOL DISTRICT  
The District, its officers, officials,  
employees and volunteers  
1936 CARLOTTA DR  
CONCORD CA 94519

#### Account Information:

<b>Policy Holder Details :</b>	KNOWING TECHNOLOGIES LLC
--------------------------------	--------------------------



#### Contact Us

Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (888) 242-1430

**Fax:** (888) 443-6112

**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

**KNOWING TECHNOLOGIES LLC**

**AFFIDAVIT**

**JANUARY 1, 2015**


The undersigned, Thomas Wildman, managing member of KNOWING TECHNOLOGIES LLC, a California limited liability (the "Company"), does hereby certify on behalf of the Company follows:

1. The Company requires all of its employees to provide proof of a negative tuberculosis test conducted by a medical office prior to employment with the Company.
2. The Company requires all employees to be tested for tuberculosis every three years and to provide the results of those tests from such medical office to the Company.
3. Any employee refusing to provide results or providing positive test results will be removed as a service provider of the Company.
4. The Company maintains at least one confirmed Department of Justice Custodian of Record on staff.
5. The Company requires all new Company employees to be screened by LiveScan for any such employee who will be working with children in the education field.
6. The Company is mandated to receive California state level CORI for the following applicant types: Contract Employee 9204I.
7. The Company receives notifications of arrest from the Department of Justice for all of its registered employees. In the event the Company receives a notification with respect to a Company employee and the arrest is for a crime that would make such employee unsuitable for contract work at schools, such employee will be removed from direct service to schools.

[Remainder of this page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on behalf of Knowing Technologies LLC as Managing Member as of the date first noted above.

KNOWING TECHNOLOGIES LLC

By  \_\_\_\_\_  
Thomas Wildman  
Managing Partner

Dec 18, 2015