

Purchase Requisition # R84724

APR Received
MAR 23 2015

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

Fiscal Services

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

On file
✓ W-9
✓ Insurance

THIS AGREEMENT is made this 11 day of March 2015, by and between the Mt. Diablo Unified School District (hereinafter "District") and ACTION LEARNING SYSTEMS, INC. (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 \$ <u>11,050.00</u> for Services	<u>358</u> - <u>3705</u> - <u>10</u> - <u>5800</u>	\$ <u>11,050.00</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ _____
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ <u>11,050.00</u> per engagement.		

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 March 13, 2015. 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.

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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.

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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: ACTION LEARNING SYSTEMS, INC.
Attn: Danelle Abbott
Address: 135 S. Rosemead Blvd
Pasadena, CA 91107
Phone: 626.744.5344
Fax: 626.744.5355
Tax ID #: 68-0369330

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

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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

By: Michael McAlister 3-18-15
Signature of Principal/Budget Administrator Date

Title: Michael McAlister, Principal
Print Name and Title

ACTION LEARNING SYSTEMS, INC.

Name of Company/Organization or Independent Contractor/Consultant

By: Kathleen Marshall 3-16-15
Signature of Contractor/Consultant Date

Title: Kathleen Marshall, CEO
Print Name and Title

Authorized and Approved by:

[Signature] 3/24/15
Superintendent or Designee Date

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

Michael McAlister 3-18-15
Originator's Signature Date

Michael McAlister, Principal
Print Name of Originator and Title

NORTHOATE 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

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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

COST BREAKDOWN

ITEM	DAYS	COST
Common Core Institutes for Mathematics, Science, Social Science, Physical Education, Electives, Foreign Language, and English Language Arts *Special Education will disperse in various rooms.	4 Days	\$8,800
Materials	\$25 per participant 75 x \$25.00 plus shipping and tax	\$1,875
Total Cost		\$10,675.00 + shipping and tax

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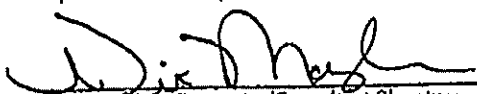
EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

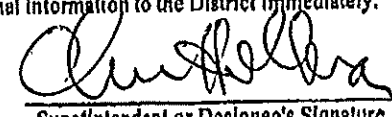
Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		ACTION LEARNING SYSTEMS, INC.
Services to be performed under the Agreement:		<small> 1/1/15 - Common Core, Math, Northgate High 1/1/15 - Common Core, Soc Sci & Science, Northgate High 1/1/15 - Common Core, PE, Electives, PLEAG, Northgate High 1/1/15 - Common Core, English Language Arts, Northgate High </small>
Schools/Locations where services will be performed:		NORTHGATE HIGH SCHOOL MT. DIABLO UNIFIED SCHOOL DISTRICT 425 Castle Rock Rd, Walnut Creek, CA 94598
Total amount to be paid by the District under this Agreement:		\$ 10,675.00 11,050
Term of Agreement:		
Check the applicable box(es) and fill in any blanks.		
1	<input checked="" type="checkbox"/>	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 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 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."


 Independent Contractor/Consultant Signature
 Kit Marshall 3-16-15
 Print Name Date
 Independent Contractor/Consultant


 Superintendent or Designee's Signature
 Chris Halloran 3/24/15
 Print Name Date
 Superintendent or Designee's Signature

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Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Action Learning Systems, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
135 S. Rosemead Blvd.
City, state, and ZIP code
Pasadena, CA 91107

Requester's name and address (optional)

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 *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
Employer identification number								
6	8	-	0	3	6	9	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Kit Marshall* Date ▶ *2/5/14*

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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Action Learning Systems, Inc.

Northgate High School 2014-2015 Proposal for Services

Contents:

1. Contact information
2. Introduction to Action Learning Systems
3. Proposed Professional Development Services/Products
4. Cost for Professional Development Services/Products

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Contact Information

District Contact

Name: Michael McAllister
Title: Principal
Address: 425 Castle Rock Road
Walnut Creek, CA 94598
Email: mcalisterm@mdusd.org
Phone: 925-938-0900 ext. 3500

Action Learning Systems Contact

Name: Adam Warren
Title: Director of Resources
Address: 135 South Rosemead Blvd.
Pasadena Ca, 91107
Email: awarren@actionlearningsystems.com
Phone: 626-744-5344
Cell: 818-404-2572

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Introduction to Action Learning Systems Inc.

Action Learning Systems (ALS) is an educational consulting group that specializes in offering comprehensive solutions for district and school improvement. Action Learning Systems has a twenty-five year history in the development of standards-aligned materials, assessments, interventions and research-based instructional strategies for kindergarten through grade twelve. ALS has a record of results with districts and schools in Improving student achievement including work in districts and schools participating in Program Improvement, School Improvement Grants, Race to the Top and Comprehensive School Reform. In addition to its many successful school and district level partnerships, ALS has received state level approvals to provide administrator training, English Learner training, and materials training for a variety of state-level textbook adoptions. ALS is a state approved Supplemental Educational Services (SES) provider. Additionally, with nationwide experience and extensive expertise with the Common Core State Standards (CCSS), ALS is in the process of supporting school communities to successfully migrate to the CCSS. Solutions include, leadership training, ELA and math institutes focused on both content and effective delivery of the standards, and implementation strategies for a system-wide transition. ALS also offers comprehensive pacing guides and assessments based on CCSS.

ALS has two offices and over 40 full-time trainers, content and assessment specialists, and administrators covering a wide range of expertise and experience. With proven capacity ALS delivers coherent and comprehensive student achievement solutions from the district to the school site, including professional development for administrators, teachers, support staff, and parents, and provides demonstration and in-classroom coaching. Districts as diverse as Detroit, MI, Garden Grove, Ca, Denver Co, New York, NY, Oakland Ca, and Fresno, Ca use ALS for on-site coaching for administrators and teachers, benchmark development, and leadership strategies.

The Action Learning Systems model for whole school reform and professional development training is based on the learning theory and research bases of Rosenshine, Berelter, Bloom, and Block; studies of school structure and culture by Lazotte and Slavin; and more recent studies by Marzano, Guskey, and Perkins on student achievement and performance gains as measured by academic achievement tests and other measurements.



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Proposed Professional Development Services

Mathematics:

Mathematical Practice Standards (continue and go deeper)

Action Learning Systems staff will guide participants through the process of understanding the Common Core State Standard mathematical practices. Participants will analyze the purpose and structure of each standard, analyze the student thinking needed at different grade levels, identify connections between each mathematical practice standard and a content standard, and identify implication for instruction when each mathematical practice standard is integrated with a content standard.

Science/Social Science:

Applying the Common Core Literacy Standards to Practice

Action Learning Systems staff will guide participants through understanding the concept of Close Reading. Participants will connect the three key shifts and Depth of Knowledge to curriculum, instruction, and assessment. Participants will also connect the three key shifts and Depth of Knowledge to develop a standard-based literacy instructional sequence.

English Language Arts:

TBD

Physical Education, Electives, Foreign Language:

Applying the Common Core Literacy Standards to Practice

Action Learning Systems staff will guide participants through the process of reviewing the three key shifts for implementing literacy within the Common Core State Standards. The concepts of Close Reading and Depth of Knowledge will be examined to determine where these concepts fit within curriculum, instruction, and assessment.

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CONTENT DAYS	CONTEXT	COST \$2,200 A DAY
1 Day for Mathematics	Mathematical Practice Standards	1 Day x \$2,200 = \$2,200
1 Day for Social Science and Science	Applying the Standards to Practice	1 Day x \$2,200 = \$2,200
1 Day for Physical Education, Electives, and Foreign Language	Applying the Standards to Practice	1 Day x \$2,200 = \$2,200
1 Day for English Language Arts	tbd	1 Day x \$2,200 = \$2,200
4 days	TOTAL	\$8,800

(Handwritten mark)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2015

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 Walter R. Reinhardt Ins. Agency 499 West Shaw Avenue, Ste. 130 Fresno, CA 93704-2516	CONTACT NAME: PHONE (A/C, No, Ext): 559.226.4700 FAX (A/C, No): 559.226.2345 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Action Learning Systems, Inc 135 S Rosemead Blvd Pasadena, CA 91107	INSURER A: Hartford Casualty Insurance Company	
	INSURER B: Property & Casualty Ins Co of Hartford	
	INSURER C: Scottsdale Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: GL/E&O/abuse** **REVISION NUMBER:**

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

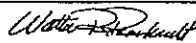
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	51SBAI06329	10/27/2014	10/27/2015	EACH OCCURRENCE \$ 2,000,000 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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			51UECKM1151	10/27/2014	10/27/2015	COMBINED SINGLE LIMIT (Ea accidnt) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IR) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc Professional Liability			EKS3113990	10/27/2014	10/27/2015	\$1,000,000 Each Wrongful Act \$1,000,000 Annual Aggregate \$10,000 retention per act

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

Mt. Diablo Unified School District is named as Additional Insured per attached SS 00 08 04 05 endorsement form.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District 425 Castle Rock Rd Walnut Creek, CA 94598	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  Walt Reinhardt/SRA

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BUSINESS LIABILITY COVER FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

Workers Compensation and Employers Liability
Insurance Policy Information Page

Preferred Employers
INSURANCE COMPANY

A Stock Insurance Company
Corporate Offices: San Diego, CA
Carrier Code: 00403

Policy Number: WKN 115542-12

Renewal of: WKN 115542-11

1. The Insured Name & Mailing Address:

ACTION LEARNING SYSTEMS, INC.
135 SOUTH ROSEMEAD BLVD.
PASADENA, CA 91107

FEIN: 68-0369330

Type of Entity: Corporation

Other Insured Names/Workplaces not shown above: See attached schedule"

2. Policy Period: This policy is effective from 05/01/14 to 05/01/15 12:01 A.M.

3. Coverage:

A. Workers Compensation Insurance: Part One on the policy applies to Workers Compensation Law of the state(s) listed here: CALIFORNIA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident.
Bodily Injury by Disease	\$1,000,000	policy limit.
Bodily Injury by Disease	\$1,000,000	each employee.

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
NONE

D. Endorsements and schedules included with this policy:
PEI101, PEI102, PEI1001A, PEI107, PEI110, PEI111, PEI119A, PEI127A, PN049901C,
PN049902B, WC000114, WC000422 A, WC040416

4. Premium: The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.
See Classification and Rating Schedule

Minimum Premium: \$1,000
Billing: Direct
Premium Adjustment Period: Annual/Interim

Total Estimated Policy Premium: \$38,883

Deposit Premium: \$3,871

Producer: INTERWEST - CHICO
1357-A EAST LASSEN
CHICO, CA 95927

(530) 895 - 1010

Issue Date: 04/29/14 at SAN DIEGO, CA

PEI 100
04/01/98


Authorized Representative

Contact Information

District Contact

Name: Michael McAlister
Title: Principal
Address: 425 Castle Rock Road
Walnut Creek, CA 94598
Email: mcalisterm@mdusd.org
Phone: 925-938-0900 ext. 3500

Action Learning Systems Contact

Name: Adam Warren
Title: Director of Resources
Address: 135 South Rosemead Blvd.
Pasadena Ca, 91107
Email: awarren@actionlearningsystems.com
Phone: 626-744-5344
Cell: 818-404-2572



Workers Compensation and Employers Liability
Insurance Policy Information Page

Preferred Employers
INSURANCE COMPANY

A Stock Insurance Company
Corporate Offices: San Diego, CA
Carrier Code: 00403

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Renewal of: WKN 115542-11

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Minimum Premium: \$1,000
Billing: Direct
Premium Adjustment Period: Annual/Interim

Total Estimated Policy Premium: \$38,683

Deposit Premium: \$3,871

Producer: INTERWEST - CHICO
1357-A EAST LASSEN
CHICO, CA 95927

(530) 895 - 1010

Issue Date: 04/29/14 at SAN DIEGO, CA


Authorized Representative

PEI 100
04/01/88