

Purchase Requisition # R126225  
Spsa 1.3

**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 6 day of December, by and between the Mt. Diablo Unified School District (hereinafter "District") and My Other Brother (MOB) (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 \$ 36,000 for Services.

The basis of the fee for Services shall be as follows: \$6,000 per month  
a. \$ \_\_\_\_\_ per hour,    b. \$ \_\_\_\_\_ per day, or    c. \$ \_\_\_\_\_ per engagement.

01 - 3010 - 1100 - 1000 - 30700 - 000 - 273 - 273 - 5800 \$ 36,000

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**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 12/15/21. 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. 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: Waiver for Workman's Comp Insurance: Dr. Ish will be the only MOB staff member conducting work at RMS.

Other: MDUSD will accept the CGL \$1M Each Occurrence & \$2M Aggregate, as the Insurance Policy incorporates an Umbrella LIAB of \$2M Each Occurrence & \$2M Aggregate, etc. (see attached insurance) as provided.

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

*Cesar Duranado*  
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,

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

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Bus. Name: <u>My Other Brother (MOB)</u>
1936 Carlotta Drive	Attn: _____
Concord, CA 94519-1397	Address: <u>2713 chestnut street, Oakland Ca 94607</u>
Attn: Superintendent	Phone: <u>510-938-9251</u>
	Fax: _____
	Email: <u>ianderson@sfsu.edu</u>
	Tax ID #: <u>86-3648469</u>

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

My Other Brother (MOB)

Name of Company/Organization or Independent Contractor/Consultant

By: Suleyma Moss 12/8/21  
Signature of Principal/Budget Administrator Date

By: [Signature] 12/6/2021  
Signature of Contractor/Consultant Date

Title: Suleyma Moss - Principal  
Print Name and Title

Title: Ishman Anderson, Director  
Print Name and Title

x [Signature] 1/4/2022  
SAMANTHA ALLEN

Purchase Requisition # R126225

Authorized and Approved by:

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

\_\_\_\_\_  
Date

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

Suleyma Moss 12/10/21  
Originator's Signature Date

Riverview Middle School  
Site/Department Originating this Contract

Suleyma Moss, Principal  
Print Name of Originator and Title

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

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

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



## 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).

Objective:

-Establishing support systems, a culturally affirming space, and sense of community between Riverview students to aid in their retention, personal/identity, and leadership development

-Conduct K-12 Community Outreach and mentorship to Riverview Middle School students: Increased access and exposure to higher education for Black youth at Riverview Middle School

- Increased Parent/Family Engagement of Riverview Middle School MOB students parents/families

-----See Attached Scope of Work for Particular Details

Payment Schedule:

\*January 2022: =\$6,000

\*February 2022:=\$6,000

\*March 2022: =\$6,000

\*April 2022: =\$6,000

\*May 2022: =\$6,000

\*June 2022: =\$6,000

Total: \$36,000

PK 10/6/225

## My Other Brother (MOB) Programming

### Mission

MOB provides holistic wrap-around support services to African American students through belonging and community by fostering student leadership, scholarship, postsecondary education, and personal growth. MOB partners with the Oakland Unified School District (OUSD) and Bay Area School Districts, with McClymonds, Dewey, and Castlemont High School as host school sites for MOB programming. MOB praxis and activities centers on 1.) Increased youth leadership and mentorship; 2.) increased literacy and critical thinking programming for K-12 Black youth from low-income families/communities; 3.) increase college accesses programming for inner-city youth in the Oakland Unified School District (OUSD) and the larger Bay Area communities/school districts in general.

### Target Audience for M.O.B:

Underrepresented, low-income Black youth and youth of color in K-12 in Bay Area communities

### Describe how this program will support your mission:

This program provides culturally sensitive and personalized services to meet the needs of Black youth in both K-12 and in higher education. The mentorship, workshops and cultural dialogue sessions highlighted in the below outcomes and methods section supports my mission of strengthening a pipeline to college for K-12 Black youth and increasing a sense of belonging and personal, academic, and leadership development for youth

## Outcome Statements and Method

### **Outcome 1**

Establishing support systems, a culturally affirming space, and sense of community between Riverview students to aid in their retention, personal/identity, and leadership development

### **After School Programming Days/Hours**

Name	Title	FTE	Days/Times on-site
Ishman Anderson	Dr.		Tuesday (2:30PM-4:00PM)
Ishman Anderson/After School Enrichment Planning			Tuesday 4:00PM-6:00PM

### **Practical Implementation at Riverview Middle School**

**After School Programming Scope of Work: Workshops, Field Trips, learning community/peer intragroup dialogue and literacy and language leadership development**

**(Leadership, Literacy, and learning community/intragroup dialogue programming)**

- Youth Literacy/Leadership Programming: PTEA Group Projects (Problem or purpose, theory, evidence, analysis) of which Riverview MOB students complete individual journal writing entries and group presentations based on real world phenomenon that student groups select: \* can partner with Riverview English teacher for collaboration or to see if credit can be transferred to their coursework in class
- Intragroup Dialogue/learning community Session: Systemic oppression and Black empowerment free write and dialogue session
- Intragroup Dialogue/learning community Session: What is a problem that you see in your community and at Riverview Middle School? What are solutions in addressing the problem?
- Youth Literacy/Leadership Programming: Youth Participatory Action Research- Examining the State of Hip Hop Culture- “the good, bad, and the ugly” expressed through student lens and meaning making systems. Data and salient concepts from dialogue session constructed by students and written on white/chalk board for analysis phase

**(Workshops)**

- Workshop: Core Values/Identity Development
- Workshop: High School Preparation and College Exposure
- Workshop: Financial literacy

**(Weekly Intragroup Dialogue Sessions (Riverview MOB learning community and peer building))**

- What Does Being a Black man or Black woman mean to you in 2022 (based on student experiences at Riverview and life in general)? (for non-Black students): What does it mean to be you in 2022 (what represents you)?
- Who Do You Look Up to as a role model? Why?
- Discussion of Tupac Shakur and Thug Life/Black Panther Party
- How do Riverview MOB students define success? What do Riverview MOB students look for in teachers and staff on campus to impact their success?
- African and African American Heritage and Civilizations
- “Nigga” Vs “Nigger”- student meaning making and discussion: Who can say it, and who cannot? Why?
- Homework/Hang Out “chill” study sessions
- Community based tutoring and HW hubs for Riverview MOB students. \*(whenever there are no workshops and literacy programming etc during our after-school programming time, after school programming time is dedicated to a learning community space for group “study hall” and personalized support with classwork/homework

**Outcome 2**

K-12 Community Outreach and mentorship: Increased access and exposure to higher education for Black youth

**On School Site/River View Middle School Mentor Days/Hours**

Name	Title	FTE	Days/Times on-site
Ishman Anderson (ground Level Mentor)	Dr		Tuesday, Thursday (7:55AM-2:25PM)
			Weekend house-visits accordingly



PK 126225

## General Scope

- Mentor spends 10 to 15 hours a week supporting Riverview MOB youth with student individual development
- Works with students to build solid foundations for high expectations and college preparation
- Establishes cohorts/learning community of Black students at Riverview middle school to make sure students are on track with their academic work in school
- Provides individual based and group tutoring/ homework support
- collaborate with teachers and Riverview administrators in support of students exceeding minimum expectations in and out of the classroom
- Provides personal support with issues students may be dealing with in their family, community, or personal life
- Utilizes a database system for case notes to track student progress, trends, struggles, needs to ensure continued student progress
- Works with MOB College Access and Retention Coordinator in conducting semester house visits to engage student parents/family in support of students

## Practical implementation at Riverview Middle School

**\*Note:** We would like to have a designated space location/ classroom or another “MOB Space” on campus where Riverview MOB students know they can find MOB staff and mentors during MOB on-campus time.

- Meet with students between passing period/hall monitoring for quick check ins with students
- lunch time meetings (Will bring students lunch during these meetings) for intentional check-ins: Follow up on academic homework assignment completion, reminding students to attend teacher office hours for extra support in class, answer student follow up questions, work with Riverview MOB students on building MOB student club on campus; this piece can be discussed during lunch meetings and/or after school programming
- Secure MOB space on campus for students to utilize during lunch hours to hang out with fellow students and MOB staff with the goal of increasing MOB visibility on campus
- Check in with Riverview students throughout the day via MOB mentor walking the campus to make sure students are attending all their classes from period to period throughout the day
- Communicate with Riverview teachers to see if they would like MOB mentors to come inside the class to support students or assure that students are following instructions and handling business in class
- Check in with Riverview teachers during free period to see how MOB students are doing in their class and discuss other areas of support they may need from MOB to ensure student improvement in class
- Work with Riverview MOB students to create MOB student club on campus to promote sense of belonging, student leadership, and push for students to hold each other accountable in their campus experiences and continued growth
- Host guest speaker (typically High School or college-based) during Riverview lunch time in discussion of guest speaker’s experiences and tips for student success
- As per recommendation from Riverview teachers and MOB based on students of high concern: Student house visits/intervention meetings with student and parent. Meetings may take place on a weekend or during weekly after school programming time (depending on parent availability)
- Personalized mentor/mentee time via weekend cultural enrichment and community/house visits

## Outcome 3

*Increased Parent/Family Engagement*

PK 10/6/20

**Weekly Parent Engagement Days/Hours**

Name	Title	FTE	Days/Times on-site
Ishman Anderson	Dr.		*Saturday, 830AM-12:30PM: Or, accordingly during week depending on parent availability
	Case notes and caseload management		2 hours accordingly each week
*Special Note:-hours subject to shift if there is a MOB parent event or social that MOB hosts for parents during after school hours			

**Practical Implementation at Riverview Middle School**

- Mandatory MOB parent/family house visit meeting at least once a semester for each student parent/guardian so that parents are in the loop on how their child is doing and what is needed/expected of the parent to support Riverview Middle School MOB in supporting their child
- Conduct parent Information Nights focusing on high school expectations, college prep, support services
- MOB/Dr. Ish hosting “Semester Welcome” of which all MOB students and their parents meet at the beginning of semester, hosted by Dr. Ish presentation and discussion of what is to come for the semester in supporting MOB youth. Note: Given the timing of our partnership, this “semester welcome” may be during the middle of Spring semester and not beginning
- Serve as a Liaison and bridge for Riverview Middle School teachers/staff and parent/families to connect with each other and build support/increased family engagement

**Weekly Staff Meeting Schedule: \*Staff Meeting and program planning time can also be arranged for Riverview Staff Consultation, professional development workshops for Riverview Staff and/or MOB attendance at Riverview Cost meetings.**

**Note: As Dr. Ish will be the only MOB staff member conducting work at Riverview, MOB staff meetings (as it pertains to Riverview) are constructed for Dr. Ish to consult with Riverview staff or MOB staff/leadership/board members on best practices at Riverview school site.**

Name	Title	FTE	Days/Times on-site
Ishman Anderson	Dr.		Thursday, (4:00-5:30PM)

PK 10/10/22


## Measurement of Student Outcomes for Success

### Success



"You should be proud of Keon Dollar. Prior to your intervention he was failing 5 classes for the first quarter. You intervened, his attendance improved, and he passed 3 classes."  
-McClymonds Assistant Principal

- Increased academic performance in classroom (also specified by student bi-weekly progress reports completed by Riverview Teachers) and overall improvement in grades
- Word of Mouth and praise from Riverview Staff
- Increased student leadership/literacy on campus: via group literacy project presentations and taking leadership positions on campus such as creating MOB club and participating in school activities more



### Weekly Hours and Cost

\*Dr. Ish: 24 hours a week spent on Riverview Middle MOB programming

Total Weekly MOB Programming Hours at Riverview Middle School: 24 hours

Cost: \$36,000

Final Notes-See Below

PK 10022

- 1) \$36,000 is primarily utilized for payment for services provided by Dr. Ishman Anderson/My Other Brother (MOB) program. Any additional cost such as food/beverages, college campus field trips etc: Will be covered by separate MOB grant foundations. Riverview is only responsible for the cost of MOB support services with Riverview students via \$36,000 for Spring 2022 semester
- 2) There is no digital component of MOB. Student information will not be shared with third parties or anything digital regarding MOB. Riverview student roster information will be collected by MOB only for the purpose of conducting outreach to respective students and families of Riverview. In this regard, of course, the only student information that will be needed is the names, address, and grade level of Riverview students to support MOB with recruitment and tracking youth progress within programming.
- 3) MOB is contracted for Spring 2022 semester at Riverview. The goal is to work towards building with a cohort of 25 students for Spring 2022 semester. If MOB programming is requested to grow beyond 25 students, MOB and Riverview staff will need to discuss expanding aspects of MOB/Riverview contract





PK 126 225

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above  
**My Other Brother (MOB)**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ **501(C)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **501679**

Exemption from FATCA reporting code (if any) \_\_\_\_\_

5 Address (number, street, and apt. or suite no.) See instructions.  
**2713 Chestnut Street**

6 City, state, and ZIP code  
**Oakland Ca, 94607**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-				
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or

Employer identification number

8	6	-	3	6	4	8	4	6	9
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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

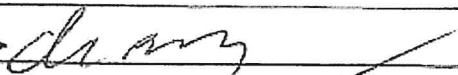
## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person 

Date ▶ **12/6/2021**

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 12/07/2021 12:01 AM  
MOUNT DIABLO UNIFIED SCHOOL DISTRICT  
1936 CARLOTTA DRIVE  
CONCORD, CA 94519

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.