

AMENDMENT TO SPECIAL CONTRACT SERVICES

17002889

20172251

5/1/2017

Original Requisition Number

Contract Number

Date Change Order Created

The West Contra Costa Unified School District, and Peacemakers Inc.

Contractor

mutually agree to the following amendment:

AMENDMENT DATE

The effective dates of this amendment to Special Contract Services are:

From: 5/1/2017

To: 6/30/2017

AMENDMENT

The contract between the **West Contra Costa Unified School District** and the **Contractor** is amended as provided herein:

Peacemakers Inc. will provide school day mentoring from 8:30-3p, Mon, Tues, Thurs, Fri and 8:30-2 Wed. at Lincoln Elementary School. Services provided include case management, classroom push-in academic/behavior support, individual/group mentoring, parent engagement, and wraparound partnership through CARE teams. Caseloads will be 12-15 students per staff. Peacemakers will work with Lincoln Health & Wellness team to identify referrals and provide support to caseload students through maintaining daily/weekly contact with parents, teachers and students, conducting home visits, and collaborating with on-site service providers. Peacemakers will attend monthly service providers meetings, weekly meetings with Community Schools Coordinator, attend CARE team meetings when appropriate, and quarterly meetings with principal. Peacemakers will provide healing circles, harm circles, and mediations with all caseload students. Peacemakers will adopt and promote school universal norms: be present, be safe, be respectful, be responsible. See Forms A, C-H for additional information.

Original Contract Amount \$ 80,000.00

Increase/Decrease Amount \$ 10,000.00

(Please Circle One)

Account Code(s)

01-3010-5100-135-1110-1000-300114-0-0000

Funding Source

IV. SIGNATURES

These signatures attest the parties agreement hereto:

DISTRICT

Authorized District Signature

Date

CONTRACTOR

Henry Roberts
Authorizing Signature

5/18/17
Date

CEO/Founder
(Designate Official Capacity)



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

6/19/17
Board Date
Contract Number
Purchasing Use Only

Consultant/Contract Services Summary
Contract or Requisition # 2017 2251

Lincoln Elementary School	Peacemakers Inc
School / Department	Consultant/Contractor Name
Elizabeth Carmody	From 5/1/2017 To 6/30/2017
Administrator Contact	Dates of Services
Account Number 01-3010-5100-135-1110-1000-300114-0-0000	Funding Source
	Amount \$ 10,000.00

Description of Services:

Total Amount of Contract: \$ 10,000.00

Peacemakers Inc. will provide school day mentoring from 8:30-3p, Mon, Tues, Thurs, Fri and 8:30-2 Wed. at Lincoln Elementary School. Services provided include case management, classroom push-in academic/behavior support, individual/group mentoring, parent engagement, and wraparound partnership through CARE teams. Caseloads will be 12-15 students per staff. Peacemakers will work with Lincoln Health & Wellness team to identify referrals and provide support to caseload students through maintaining daily/weekly contact with parents, teachers and students, conducting home visits, and collaborating with on-site service providers. Peacemakers will attend monthly service providers meetings, weekly meetings with Community Schools Coordinator, attend CARE team meetings when appropriate, and quarterly meetings with principal. Peacemakers will provide healing circles, harm circles, and mediations with all caseload students. Peacemakers will adopt and promote school universal norms: be present, be safe, be respectful, be responsible. See Forms A, C-H for additional information.

Number of Students / Staff Impacted:

Caseloads will support 12-15 students per Peacemaker staff. Peacemakers presence on campus supports all students and staff, supporting overall school climate outcomes.

Outcome / Deliverables:

Peacemakers Program will: increase parent school participation, improve attendance for participating students, decrease office referrals and suspensions for participating students, and improve academic outcomes for participating students.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Elizabeth Carmody
Originator Signature

5/15/17
Date

This form must be board agenda ready and be attached to all consultant contracts.

If additional space is needed please attach to this form.

This form must be typed.



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

10/19/16
Board Date
Contract Number
Purchasing Use Only

Consultant/Contract Services Summary
Contract or Requisition # 17002889

Helms Middle School	Peacemakers Inc	
School / Department	Consultant/Contractor Name	
Jessica Petrilli	From 10/20/2016 To 6/30/2017	
Administrator Contact	Dates of Services	
Account Number	Funding Source	Amount
01-9670-5100-210-1110-1000-300114-0-0000		\$ 25,000.00
01-9670-5100-210-1110-1000-300114-0-0000		\$ 55,000.00

Description of Services:

Total Amount of Contract: \$ 80,000.00

Peacemakers Inc. will provide school day mentoring from 8:30-3p, Mon, Tues, Thurs, Fri and 8:30-2 Wed. at Helms Middle School. Services provided include case management, classroom push-in academic/behavior support, individual/group mentoring, parent engagement, and wraparound partnership through CARE teams. Caseloads will be 12-15 students per staff. Peacemakers will work with Helms Health & Wellness team to identify referrals and provide support to caseload students through maintaining daily/weekly contact with parents, teachers and students, conducting home visits, and collaborating with on-site service providers. Peacemakers will attend monthly service providers meetings, weekly meetings with Community Schools Coordinator, attend CARE team meetings when appropriate, and quarterly meetings with principal. Peacemakers will provide healing circles, harm circles, and mediations with all caseload students. Peacemakers will adopt and promote school universal norms: be present, be safe, be respectful, be responsible.

Number of Students / Staff Impacted:

Caseloads will support 12-15 students per Peacemaker staff. Peacemakers presence on campus supports all students and staff, supporting overall school climate outcomes.

Outcome / Deliverables:

Peacemakers Program will: increase parent school participation, improve attendance for participating students, decrease office referrals and suspensions for participating students, and improve academic outcomes for participating students.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source


Originator Signature

10/21/16
Date

*This form must be board agenda ready and be attached to all consultant contracts.
If additional space is needed please attach to this form.
This form must be typed.*

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT Form B

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and Peacemakers Inc. (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. Contractor shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by Contractor may be attached after approved by District in lieu of entering detailed description below.

If the Contractors proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Peacemakers Inc. will provide school day mentoring from 8:30-3p, Mon, Tues, Thurs, Fri and 8:30-2 Wed. at Helms Middle School. Services provided include case management, classroom push-in academic/behavior support, individual/group mentoring, parent engagement, and wraparound partnership through CARE teams. Caseloads will be 12-15 students per staff. Peacemakers will work with Helms Health & Wellness team to identify referrals and provide support to caseload students through maintaining daily/weekly contact with parents, teachers and students, conducting home visits, and collaborating with on-site service providers. Peacemakers will attend monthly service providers meetings, weekly meetings with Community Schools Coordinator, attend CARE team meetings when appropriate, and quarterly meetings with principal. Peacemakers will provide healing circles, harm circles, and mediations with all caseload students. Peacemakers will adopt and promote school universal norms: be present, be safe, be respectful, be responsible. See Forms A, C-H for additional information.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 80,000.00.
- B. **Billing and Payment Procedures:** Contractor shall submit monthly time and cost invoices to the District. Approved payments shall be made by the District within thirty (30) days of receipt of the invoice from the Contractor.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on 10/20/2016 and shall terminate on 6/30/2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT Form B

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

AGREED:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT Form B

CONTRACTOR

DISTRICT

Peacemakers, Inc.

Company or Individual Name

Authorized District Signature

Henry (Hank) Roberts

Printed Name of Contractor or Authorized Signer

10/13/16

Date

Henry (Hank) Roberts

1 Contractor Signature

Date

Jessica M. Petrilli

Site / Department Administrator Signature

Jessica Petrilli

Printed Name

2 Social Security Number / Tax ID #

3081 Teagarden Street,

Address

Helms Middle School

School Site / Department Name

San Leandro CA

94577

City

State

Zip

10/13/16

Date

510 830-5755

510-347-4620 5103391946

Phone Number

Fax Number

510-231-1423

Phone Number

peacemakershr7@gmail.com

e-mail address

jpetrilli@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS**EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:**

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District (review page 2). I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Henry Hank Roberts
Proper Name

Henry Hank Roberts 10/13/16
Signature Date

CERTIFICATE OF COMPLIANCE
With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1 Each employee who may have contact with pupils has been fingerprinted;
- 2 The Department of Justice has provided a report on the criminal background of each employee;
- 3 No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4 Attached is a list of the names of each employee who may come in contact with pupils.

Henry Hank Roberts 10/13/16
Signature Date

Peacemakers Inc.
Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract



Form F

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT TITLE
IX ADDENDUM FOR
AGREEMENT FOR SPECIAL CONTRACT SERVICES**

West Contra Costa Unified School District ("District") and Peacemakers Inc.(Contractor") have entered into the Agreement for Special Contract Services ("Contract") as of 10/20/2016. This Title IX Addendum ("Addendum"), executed by the District and Contractor as of 10/20/2016 is intended to supplement the terms of the Contract, as set forth below. This Addendum concerns the District's and Contractor's compliance with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR § 4916. This Addendum, and the terms and conditions set forth herein, is not intended to conflict with any of terms and conditions set forth in the Contract.

1. Contractor acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;
2. Contractor shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and
3. Contractor shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or other person alleges prohibited conduct under this Addendum against the Contractor, including its employees and agents, the Contractor will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Contract, as specified in Section III therein.

IN WITNESS WHEREOF. the parties have, by their duly authorized representatives, executed this Addendum, in duplicate, as of the day and year first above written.

ACKNOWLEDGED AND ACCEPTED:

CONTRACTOR

By: Henry Roberts
Name: Henry Roberts
Title: FOUNDER/CEO
Date: 10/14/16

DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

{SR165268} 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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	PFN Insurance Seviles 151 Callan Ave Suite #206 San leandro , CA 94577 License #: 0D36863	CONTACT NAME: Nicholas Penland PHONE (A/C No. Ext): 5104836667 FAX (A/C No): 5104836668 E-MAIL: npenland@pfninsurance.com ADDRESS:
INSURED	Peacemakers 3081 Teagarden St San Leandro, CA 94577	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Companies INSURER B: Employers Insurance INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-201302

REVISION NUMBER: 26

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 SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1087034	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1087034	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	EIG 2344644-00	03/24/2016	03/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 1M/1M/1M E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

West Contra Costa Unified School District 1108 Bessel Ave Richmond, CA 94804	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 (NCP)
--	--

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):

**West Contra Costa Unified School District
1108 Bessel Avenue
Richmond, CA 94804**

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.

Henry Roberts
407 Broadmoor Blvd.
San Leandro, CA 94577



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

Board Date

Contract Number

Purchasing Use Only

Consultant/Contract Services Summary

Contract or Requisition # _____

School / Department

Consultant/Contractor Name

From _____ To _____

Administrator Contact

Dates of Services

Account Number Funding Source Amount

Description of Services Total Amount

Number of Students/Staff Impacted:

Outcome/Deliverables:

Justification:

Specialized Expertise

Requirement of Grant or Funding Source

Originator Signature

Date

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This form must be typed.



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

December 14, 2016

Kenneth Whittemore
West Contra Costa USD
1108 Bissell Ave.
Richmond, CA 94801

Notification of Intent to Fund

Classified School Employees Teacher Credentialing Program Grant Award #C25

Number of Participant Slots Funded: 20

Grant Award Amount: \$ 80,000

Dear Kenneth Whittemore:

The Commission on Teacher Credentialing (Commission) is pleased to notify you that your application for a grant award pursuant to the *Request for Proposals for a California Classified School Employee Teacher Credentialing Program* has been approved for funding. You will be expected to implement this grant in accordance with the narrative, related activities and timeframe described in your grant application.

The Commission received sixty-four grant applications requesting 5,582 participant slots. However, as funding is available for only 1,000 slots, the Commission was unable to allocate your program all of the slots that you requested. The number of slots authorized for your program is listed above, and the budget amount has been adjusted accordingly. You will receive a total of \$4,000 per year per participant in the program.

Funds allocated for this grant must be expended and/or encumbered by June 30, 2021. The grant funds are intended to cover expenses incurred for your program during these fiscal years. Additional information on fiscal procedures will be sent to you shortly. Please note that excess funding cannot be carried over for use beyond the 2020 school year. The grant funds must be administered in accordance with all provisions of state and local laws, regulations, and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California. The grant funds must be expended in accordance with the proposed budget provided in your grant application, as adjusted for the reduced number of authorized participant slots.



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

Please note that the authorizing legislation does not require any payback on the part of participants who do not successfully complete the program, nor does it require any matching funds on the part of the grantees. At this time, grantees should not assume that the slot of any participant who either completes the program earlier than the final year of funding or who leaves the program for any reason can be reassigned to a different district/school/county office employee. Please also note that for many classified employees who cannot afford to participate in the traditional student teaching approach, connecting these employees with a local Commission-approved Intern program can be a viable way to assist program participants to complete their preparation while providing them the opportunity to continue earning a salary.

If you accept this grant award and agree to abide by the grant award conditions as indicated in the attached Grant Award Terms and Conditions document, please email the attached Certification of Acceptance (GAC) form no later than **January 15, 2016** to contracts@ctc.ca.gov. In addition, please also fill out and submit to contracts@ctc.ca.gov the attached W-9 form or the STD 204 form, as applicable to your institution type. Please note that the Commission cannot release funds to your LEA without having the appropriate W-9 or STD 204 form on file. A summary of these key dates and initial implementation activities is provided below. If you have any questions, please email contracts@ctc.ca.gov.

Grantees should make their final selection of participants in the program by **January 30, 2017**. Once the selection of participants is complete, please fill out and return Budget Form F, provided below. This form was included in the original RFP for use by funded LEAs once the final number of participant slots was determined. Please send this completed budget form to Classifiedgrants@ctc.ca.gov by **February 15, 2017**.

The initial annual data report will be due to the Commission on **June 15, 2017**. Also provided with this letter is the reporting form to be used for this purpose.

We look forward to working with you on this important effort to grow and develop your own candidates to earn a California teaching credential and help provide additional qualified teachers for California public schools.

Yours truly,

Mary Vixie Sandy, Ed.D
Executive Director



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

Summary of Key Initial Program Implementation Dates

Date	Activity
Week of December 5-9, 2016	Grant Award letter issued, with revised number of authorized participant slots
January 15, 2017	LEAs return GAC form along with the W9 or STD 204 form, as applicable, to contracts@ctc.ca.gov .
January 30, 2017	LEAs complete identification and enrollment of Classified program participants
February 15, 2017	LEAs submit revised Budget Form F to the Commission at Classifiedgrants@ctc.ca.gov
June 15, 2017	Initial annual data report due to the Commission at Classifiedgrants@ctc.ca.gov



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

Appendix F

Budget Form Based on Final Allocation of Participant Slots

Directions: Complete the worksheet using the listed categories as applicable. If additional categories are necessary that are not included, list in spaces provided below. Definitions for each category listed can be found within Appendix G, Budget Definitions. All categories must be detailed in the budget narrative. Note that annually payment shall be 50% in fall and the remaining 50% in the spring.

Category	Year 1
Personnel Salaries	
Release Time	
Participant Recruitment Activities (not included in Personnel and/or Release Time)	
Collaboration Activities with IHEs (not included in Personnel and/or Release Time)	
IHE Tuition, Fees, Books - Participants at a CA Community College	
IHE Tuition, Fees, Books - Participants at a CSU, UC or private four-year IHE	
Other Support Services for Participants	
Testing and Credential Fees	
Program Administration	
Other (specify)	
Total	

Grantees will initially be funded for the first Program year. An end of year budget and a proposal for the following year's budget must be submitted prior to the start of the next year's budget and will be subject to Commission review and approval.



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

Annual Data Submission

Report is due by June 15, 2017

Submit Report to Classifiedgrants@ctc.ca.gov

1. Number of classified school employees enrolled in the program during 2016-17	
2. Academic standing of the participants (#2a + #2b + #2c = #1)	
a. Number of participants with Junior class standing (minimum of 60 semester units)	
b. Number of participants with Senior class standing (minimum of 90 semester units)	
c. Number of participants who hold a Bachelor's degree	
3. Number of classified school employees who have earned a teaching credential and are now serving as a teacher	
4. Ethnic and racial composition of the participants (#4a + #4b = #1)	
a. The number of participants who are of Hispanic or Latino ethnicity	
b. The number of participants who are not of Hispanic or Latino ethnicity	
Provide the total number of participants for each of the following:	
c. American Indian or Alaska Native	
d. Chinese	
e. Japanese	
f. Korean	
g. Vietnamese	
h. Asian Indian	
i. Laotian	
j. Cambodian	
k. Filipino	
l. Black or African American	
m. Hawaiian	
n. Guamanian	
o. Samoan	
p. White	
q. Decline to state	
5. Degree to which the program is meeting the teacher shortage needs of the LEA/Consortium (Narrative)	

California Commission on Teacher Credentialing



California Classified School Employee Teacher Credentialing Program

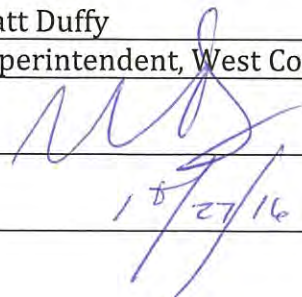
Application Cover Page

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Administrative Approval from the Applicant LEA:

Name	Matt Duffy
Title	Superintendent, West Contra Costa Unified School District
Signature	
Date	11/27/16

California Commission on Teacher Credentialing



California Classified School Employee Teacher Credentialing Program

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1. Capacity and Willingness to Accommodate the Participation of Classified Employees in the Program

Across California, there is a critical shortage of qualified teaching staff. A recent Learning Policy Institute report outlines the extent of the problem — by 2013, the state's student-teacher ratio had reached 24 to 1, compared with the national average of 16 to 1. As the report indicates, the teacher shortage in high-need subject areas such as math, science and special education is even more troubling; even as the number of credentials awarded in the last several years plummeted, the number of intern and temporary permit teachers increased by 23 percent in math and 51 percent in science.¹ While this was viewed previously as largely a Southern California problem, the shortage has gotten significantly worse in Northern California in the last few years, where extremely high housing costs, high cost of living, and a drain of science and math experts into the high-tech fields has only increased the teacher gap.²

<i>LEA Consortium Partner</i>	<i>Number of Students and School Sites</i>	<i>Communities Served</i>
<i>West Contra Costa Unified School District</i>	<i>29,000 students/54 schools</i>	<i>El Cerrito, Kensington, Hercules, El Sobrante, San Pablo, Pinole, Richmond and unincorporated areas, Contra Costa County</i>
<i>Pittsburg Unified School District</i>	<i>11,200 students/13 schools</i>	<i>Pittsburg and unincorporated areas, Contra Costa County</i>
<i>Castro Valley Unified School District</i>	<i>10,000 students/14 schools</i>	<i>Unincorporated area of Castro Valley, Alameda County</i>

The Consortium partners — West Contra Costa Unified School District, Pittsburg Unified School District, and Castro Valley Unified School District, with IHE partner California State University, East Bay, believe strongly that the Districts' existing classified employees can assist in filling this critical need for teachers in our

¹ Darling-Hammond, Furger, Shields, and Sutchter, *Addressing California's Emerging Teacher Shortage: An Analysis of Sources and Solutions* (Palo Alto: Learning Policy Institute, 2016), intro. www.learningpolicyinstitute.org/addressing-ca-teacher-shortage. "Teacher shortage hits schools," Daily Journal, 8/4/16.

² Darling-Hammond, et al, *Addressing California's Emerging Teacher Shortage*, p. 1.

communities. This belief is based on a successful pilot “Grow Your Own” teacher training program already underway at West Contra Costa Unified School District, where the District is assisting 15 graduate tutors, classified employees with Bachelor’s degrees working within the District, to earn teaching credentials through California State University, East Bay’s high-quality and innovative credentialing programs. The district is extensively supporting these employees to earn their teaching credential as they work as intern teachers within the district. Short term, the program has been a strong success — there are 12 current interns teaching at WCCUSD through the CSUEB intern program, previously classified employees last year, who are successfully using the pilot program to earn their credential and begin classroom instruction.

The Consortium partners would utilize the effective model underway at West Contra Costa Unified to efficiently move interested classified school employees through the credential program of their choice, with incentives for entering high-need subject areas, as well as extensive advisement and support, counseling, and flexibility around current work schedules to ensure that the school employees are able to complete the credential program in a timely manner.

With the experience of WCCUSD’s pilot program, it has become clear that classified employees need significant, ongoing support and guidance to clear the hurdles that arise to entering a postsecondary institution and earning their degree. Each of the Consortium districts are absolutely committed to providing this high level of support, including amending classified employees’ contracts to include study leave options and extended leave; extensive test preparation assistance; mentoring; and flexing work schedules to accommodate afternoon credential classes.

Ultimately, each partner district in the East Bay Consortium views helping current employees, with a strong interest in and talent for teaching, to become future teachers *as one of the best investments each District can make* to prevent future shortages and ensure highly qualified teachers in each and every classroom. This is important to reiterate — with very high turnover and difficulty keeping talented beginning teachers, “Grow Your Own” teacher training programs make excellent fiscal sense and are effective in improving retention as well as diversity.³

California State University, East Bay serves as an outstanding and experienced partner to create an individualized, supportive environment for each participant. CSU East Bay Teacher Education Department’s support and advisement policies for teaching candidates are second to none. The District advisors will work very closely with each candidate’s support team at the University, ensuring clear communication if a student is struggling. The quarterly meetings will be held at the CSU East Bay campuses, coordinating the support efforts between CSUEB staff and District staff. If there are

³ Barth, Dillon, Hull, Higgins, Fixing the holes in the teacher pipeline: an overview of teacher shortages, April 2016, p. 21-23.

challenges, the two support teams will work together to resolve the issues and help each student succeed.

CSU East Bay also provides the flexibility that classified employees need to succeed. CSUEB's Department of Teacher Education provides all classes at two locations, at the Hayward Hills Campus and Concord Campus. Through the PACE Program (described further in Section 5: Program Design), all undergraduate courses and teacher credentialing program courses are available after school hours or online. The Consortium districts will work with each Program participant to ensure they are able to attend all classes from 4 p.m. on. At West Contra Costa's pilot program, for example, several employees were able to flex their hours to complete their work by 3 p.m. in order to catch the bus to CSU East Bay. Another classified employee started work at 7 a.m. in order to have study and class time. The Consortium districts have a strong incentive and willingness to work with each participant to ensure they can continue employment while they are taking undergraduate courses, as well as providing an intern placement in the classroom. CSUEB's advanced internship program in both multiple- and single-subject programs quickly gets each candidate teaching in a classroom setting, with advisement, guidance and mentoring from both CSUEB staff and District advisors.

If awarded, the funding available through the CCTC's Classified School Employee Teacher Credentialing Program, matched with funds by the Consortium LEA partners, would fill vacancies and place highly trained teachers in high-demand school districts, positively impacting a large number of students across the East Bay. West Contra Costa Unified School District serves 29,000 students at 54 different school campuses. The district serves the communities of El Cerrito, Kensington, Hercules, El Sobrante, San Pablo, Pinole, Richmond and unincorporated areas surrounding these communities. Pittsburg Unified School District and Castro Valley Unified School District both serve approximately 11,200 and 10,000 students in their respective communities. Applying as a Consortium allows the partner LEAs to share best practices and use all the available participant slots when one district is short of qualified candidates.

Our districts believe in serving our students with high-quality teachers; students, administration and employees alike are all well served when interested applicants are able to enter a high-quality degree program and receive training and a degree in an expedited, clear path to employment in the classroom. We have the capacity, willingness, and strong incentive to work with classified employees who want to participate in the Program.

If selected for funding, the Consortium partners also commit to and have the capacity to complete the following requirements in a timely manner:

- Provide information about the Program to all eligible classified school employees in each Consortium school district;

- Ensure that all Program participants will pass a criminal background check and provide verification that he or she has earned an associate or higher level degree, or successfully completed at least two years of postsecondary study;
- Provide a commitment to the Commission from each participant that he or she will complete all of the requirements for, and obtain, a multiple subject, single subject, or education specialist teaching credential and will use that training to complete a minimum of one year of instruction in their home school district for each year of Program support.

The following sections provide more detail on the need across our region, the capacity of our Consortium districts to recruit strong candidates and move them quickly into coursework; and the exceptional, innovative programs available at CSU East Bay that provide the high level of support, flexibility and mentoring for each classified employee that will participate in the East Bay Consortium Teacher Training Program.

2. Need for Credentialed Teachers and Requested Number of Program Participants

The Consortium partners are experiencing high need in all subject areas, mirroring the growing shortage throughout the Bay Area region. In particular, West Contra Costa Unified has experienced severe shortage in math, science and English subject areas.

West Contra Costa, Pittsburg and Castro Valley Unified School Districts have all managed the ongoing shortages by broadening their hiring strategies, as well as using interns, Short-Term Staff Permits (STSP), Provisional Internship Permits (PIP) and Waivers to fill out the teaching ranks in all subject areas across the board.

The partnering districts have recruited at dozens of recruitment events throughout California and across the United States. WCCUSD employs an average of 30 teachers a year through the Teach for America Program, and recruits teachers from abroad, with current teachers representing the countries of China, Spain, Mexico, and the Philippines. Hiring efforts for the coming school year have moved up to as early as March to try to address shortages. These efforts have been effective: WCCUSD has hired an average of 200 teachers each of the last three school years. Approximately 42 percent of Teach for America teachers have continued with the district beyond the required two-year commitment at WCCUSD.

However, each of the Districts started the 2016-17 school year with vacancies (5 at WCCUSD; 4 at CVUSD; 4 at PUSD). Part of the problem has been an increase in turnover rates, with teachers more willing to move out of state to get shorter commutes and a lower cost of living. In 2005, for example; CVUSD hired 25 teachers due to attrition; that number grew to 64 for the 2016-17 school year (CVUSD Human Resources Department Report, 10/26/16).

It is the strategy of the Consortium districts to continue to recruit in the above-mentioned areas and expand whenever possible to meet the growing demand of teachers. They

will continue to work with Teach for America and recruit internationally as well. In addition, the District will continue to implement best practices in teacher preparation and retention, such mentoring and support during induction, as well as professional development, to ensure their districts are a supportive place for teachers to work.⁴ However, in addition to these efforts, the Consortium partners intend to accelerate efforts to conduct outreach to classified school employees with the creation of this partnership with CSU East Bay, encouraging those interested to initiate the process to seek a teaching credential while continuing their work within their own District.

Requested Number of Program Participants: The goal of the program for year one would be to enter 20 employees in the program in the first year. This would allow us to make sure the proper support structures are in place at each participating District to insure the success of the people in the program. With outreach, recruitment and successful outcomes during the first grant year, we anticipate this requested number to rise with each year of the program across the three districts. However, we will continue to look to place strong, well-qualified and talented candidates that have a high chance of success (please see *Section 4: Recruitment Plan and Implementation* for additional detail on the Consortium strategies for recruiting and retention).

It is our experience that teachers have better long-term success if they choose the grade level and/or subject they are passionate about.⁵ Starting with an area they enjoy will assist in recruitment, as well as retention rates during the early learning years in the classroom. Participants can choose from CSUEB's high quality single- or multiple-subject credential programs, as well as the dual TED/SPED program. Students in the Department of Teacher Education credentialing programs are then placed into cohorts of approximately 30 students for the length of their studies. The highly effective Cohort Model allows students to gain support from fellow students, develop networking abilities and gain contacts with other future educators. While the Consortium districts each have varying incentives and bonuses for entering high-need subject areas, our need has been across the board and we do not intend to limit the Program to only those subject areas.

⁴ Barth et al; Fixing the holes in the teacher pipeline, p. 13. Most teachers leave the profession because of "inadequate administrative support, isolated working conditions, poor student discipline, low salaries, and a lack of collective teacher influence over schoolwide decisions." The turnover rates of minority teachers are regularly higher (18 percent in one 2005 study) than those of their white colleagues.

⁵ According to a 2006 PPI study, 26% of California's teachers leave by their 5th year teaching. Deborah Reed, Kim S. Rueben, and Elisa Barbour, *Retention of New Teachers in California* (San Francisco: Public Policy Institute of California, 2006).

3. Developmentally Sequenced Job Descriptions

The size of the Consortium districts, as well as the number of classified opportunities available, offers a variety of career paths for an employee looking to enter the teaching profession within their home district.

A wide variety of entry-level positions require a high school diploma. These positions within the Districts include Special Education Aides, Babysitters, After-School Tutors, Instructional Aides, Playground and Yard Duty Supervisors. These positions begin the interaction of employees with students, allowing employees to work on skills and tools in which to work with young people. Employees who begin in these positions work up to Campus Safety Officers, Office Support Staff, and After School Directors.

The next step would be available aide positions, which require an AA degree to provide service to students. At a higher level, Graduate Tutors or School Community Outreach Workers require a Bachelor's degree and are excellent pre-teaching positions.

With a wide variety of classified positions, with varied schedules, we have the ability to work with individuals to find job placements that will allow the individual to be employed and work with children while working toward the goal of becoming a teacher.

CSU East Bay's single-subject and multiple-subject credentialing programs supports interns in all areas. Currently 30 percent of all of CSUEB education candidates are working as teacher interns. All candidates are intern compliant at the end of the summer and can be hired as interns by their home district during the school year. Teaching under an intern credential meets all state requirements for field practicum, provides candidates with a higher level of support from University supervisors and district mentors, and allows participants to begin to earn a teacher's salary right away.

4. Recruitment Plan and Implementation

Once we identify excellent candidates for the proposed Consortium Teacher Credentialing Program, the Consortium districts intend to cultivate an environment that offers an extremely high level of individualized, ongoing support and communication for each candidate. Our attitude is that, wherever possible, we will not allow talented candidates to fail, assisting them to overcome inherent roadblocks and challenges.

In the experience of the WCCUSD pilot program, by creating this supportive environment, recruitment to the program was facilitated. When classified employees observed the tremendous amount of support available to participants during the first year, they contacted the program advisors directly, eager to participate themselves in the following year. Our high levels of encouragement, flexibility, assistance with test preparation, and other elements of support do the "heavy lifting" to help recruit candidates to the Program.

Recruitment Strategies: Each of the Consortium districts strives to hire a highly qualified workforce that reflects the demographics of our students. It is our strong belief that, by

creating a high-functioning “Grow Your Own” teacher credentialing program, the school employees recruited for this program will closely mirror the demographics of our students and be eager to return to work as a teacher within their own home District. We want the participants in the Program to reflect the rich diversity of our communities. Our recruitment efforts for this Program will reflect this overriding goal. The Districts’ respective human resource departments will also look closely at other factors — including number of college units already attained, current position, innate skill and talents for teaching youth, and subject area of interest — in order to pick the candidates best prepared to be successful in the Program. The goal will be to support and enroll all interested classified employees that meet the criteria for enrollment into this credential program. However, if the full number of participant slots are not awarded, the Consortium districts will agree upon a scoring matrix that includes readiness, performance, and subject area, to select participants for the program.

As stated, each District, at the District’s own expense, will communicate to all classified school employees, through social media, the District website, flyers, meetings with union leaders, and in meetings with individual employees, letting them know of the availability of the program. The goal for the Consortium Teacher Credentialing Program is a 90% success rate in graduating employees from the CSUEB undergraduate/credentialing programs and placing them in a position teaching at their home district.

The key elements of the Teacher Credentialing Program — outreach to employees, support for individual employees, and a seamless partnership with local IHE institutions — will be woven into the current human resource services provided to the classified employees in our districts. The Consortium partners intend that these opportunities will be integrated into our current system of services and support, so that the Teacher Credentialing Program will become, over the long term, part of what we offer to employees long after the grant period has ended.

5. Program Design

5a. Program overview and focus: indicate the credential areas to be focused on by the Program.

The credential programs available at CSUEB are multiple subject and single subject (art, English, history, Spanish, science, foundational science, math, foundational math, PE and music) and special education. All credential programs are included in this program, as the teacher shortage in Alameda and Contra Costa counties encompasses all K-12 subject areas, with a slight emphasis on science, math, English and special education. The CSU East Bay Department of Teacher Education accepts candidates in all areas and at both the Hayward Hills and Concord campuses.

Participants who need to complete their Bachelor’s and are seeking a multiple-subject credential or the dual multiple subject/special education credential would enroll in the **PACE Program**. PACE is a program designed to support working adult, transfer

students to complete his or her Bachelor's degree. Two of the main benefits of being a PACE student are reserved seating in major courses during the first enrollment period each quarter and intensive academic advising. The accelerated course structure is designed to help students balance the demands of a full-time job, a family, and an education. PACE students are provided with a program curriculum roadmap that provides a quarter-by-quarter schedule of their major's course offerings. Additionally, students are required to meet with their PACE counselor to create an academic plan. PACE students major in either Human Development or Liberal Studies. The program is available at both the Hayward and the Concord campuses.

For participants whose goal is a single subject credential in math and science, the University supports them with the **Math and Science Teacher (MAST) Program**. MAST is designed to provide students the opportunity to explore science and mathematics education at the middle school and high school levels. Participants will also receive advising from the appropriate departments in the College of Science. Participants interested in single-subject credentials in other content areas will receive advising support from their departments and in the case of math, PE, music and history, their coursework will exempt them from the CSET exams.

The multiple-subject and single-subject programs are cohorted one-year programs that run from June to June, with fall, winter and spring quarters in 10-week sessions. During the summer, candidates are in class during the day and at the end of the summer all candidates in the program are intern compliant. During the school year, candidates are in K-12 classrooms during the entire K-12 academic year. All University coursework occurs in the late afternoon/early evening, after the candidates have completed their partial or full day in a K-12 classroom. Complete credential programs in both multiple and single subject credential areas are available at both campuses.

5b. Program planning, implementation, key staff and governance: Development of the Program and timeline of key activities.

Program planning and implementation: The Consortium partners are committed to working together to utilize best practices for teacher recruitment, retention and training. In addition, the LEA partners will work together to select the top-notch Program candidates each year; assist with providing test preparation courses at no cost to the Program participants; and, if challenges arise around support, scheduling, providing internships, or other Program elements, will discuss and select together the most effective strategies for addressing those challenges. In this case, both PUSD and CVUSD can benefit from West Contra Costa's effective pilot program and lessons learned from that program. West Contra Costa, in turn, can work with both districts to attract the greatest number of highly qualified, top-notch applicants.

Key staff: Representing California State University, Easy Bay, the Consortium's IHE partner, Dr. Eric Engdahl is currently Chair and VAPA Curriculum Specialist of the Department of Teacher Education at CSU East Bay. He has been working in Arts

Education for the last 25 years. Dr. Engdahl has worked closely with key staff at the partner school districts to develop and implement the East Bay Consortium Teacher Training Program. Dr. Engdahl teaches standards-based visual and performing arts methods to undergraduates, multiple-subject credential candidates and masters students in the Early Childhood Education program. His classes cover how to effectively integrate visual and performing arts across the curricula. His research and arts programs have been the recipient of numerous grants and awards; Dr. Engdahl also serves as the Principal Investigator for the Learning Without Borders Professional Development in Arts Education grant from the U.S. Department of Education. He has designed and led several multi-day institutes for teachers on arts integration, professional development, and technology.

Kenneth Whittemore, Assistant Superintendent of Human Resources at West Contra Costa Unified School District, has served in the position with the District since 2011. Mr. Whittemore currently serves as the Program Advisor for the "Grow Your Own" Teacher Credentialing Pilot Program at West Contra Costa Unified School District. He was directly responsible for recruiting classified school employees into the Program from its first year, with a focus on encouraging graduate tutors with Bachelor's degree during the Program's first year. Representing the lead LEA applicant, WCCUSD, Mr. Whittemore will also provide direct oversight of the Consortium data collection, management, evaluation and reporting to the Commission and District Board of Trustees at the end of each grant year, as well as all required reporting and submittal of information to the Commission. Mr. Whittemore will provide direct oversight of all aspects of the Classified Employee Teacher Training Program at WCCUSD.

Dr. Sherri Beetz has served as the Assistant Superintendent of Human Resources at Castro Valley Unified School District since 2005. Dr. Beetz, with assistance from the Human Resources Department staff, will attend all quarterly Consortium meetings and provide direct oversight of all recruitment, scheduling, support, mentoring and induction, and internships for all Classified Employee Teacher Training Program participants.

Norma Gonzales is the current Assistant Superintendent of Human Resources at Pittsburg Unified School District; previously, she served as the Director of Human Resources for the Santa Clara Office of Education from 2013 to June 2015. Ms. Gonzales will attend all quarterly Consortium meetings and provide direct oversight of all recruitment, scheduling, support, mentoring and induction, and internships for all Classified Employee Teacher Training Program participants.

<i>EAST BAY CONSORTIUM – TEACHER TRAINING PROGRAM</i>		
KEY STAFF		
<i>Staff Person</i>	<i>FTE Equivalent</i>	<i>Roles/Responsibilities</i>
<i>Dr. Eric Engdahl, CSUEB, Chair of the Department of Teacher Education</i>	<i>1.0 (.2 dedicated to grant program administration)</i>	<i>Administration and oversight of teacher training, internship program, Dept. advisement, coordination with LEA partners</i>
<i>Kenneth Whittemore, WCCUSD, Assistant Superintendent of Human Resources</i>	<i>1.0 (.2 dedicated to grant program administration)</i>	<i>LEA lead applicant; oversight of data collection, student surveys and evaluation, organization of Consortium collaboration and meetings, coordination of recruitment, scheduling, support, mentoring</i>
<i>Dr. Sherri Beetz, CVUSD, Assistant Superintendent of Human Resources</i>	<i>1.0 (.1 dedicated to grant program administration)</i>	<i>Oversight of teacher training program at CVUSD, representative in Consortium meetings, coordination of recruitment, scheduling, support, mentoring</i>
<i>Norma Gonzales, PUSD, Assistant Superintendent of Human Resources</i>	<i>1.0 (.1 dedicated to grant program administration)</i>	<i>Oversight of teacher training program at CVUSD, representative in Consortium meetings, coordination of recruitment, scheduling, support, mentoring</i>
<i>Jeff Carter, Data Analyst, WCCUSD, Human Resources Department</i>	<i>1.0 (.1 dedicated to grant program administration)</i>	<i>Directly responsible for aggregating data from LEA partners for CCTC monitoring</i>

Below is the suggested timeline for the East Bay Consortium Teacher Training Program through five years. The timeline includes all Consortium planning meetings, quarterly meetings with Program participants (to be held on the CSUEB campuses), required reporting to the Commission, as well as internal evaluation activities and reporting to the respective Board of Trustees of each LEA partner district.

EAST BAY CONSORTIUM – TEACHER TRAINING PROGRAM PROJECT TIMELINE		
Key Activity	Activity Date(s)	Responsible Party or Parties
<ul style="list-style-type: none"> Confirm receipt of CCTC Teacher Credential Program funds and number of participants funded. 	December 2016	Kenneth Whittemore, WCCUSD, Consortium lead applicant
<ul style="list-style-type: none"> Consortium Leadership Team convenes. Review and finalize project design, recruitment plan and finalize; confirm number of participants Submit final Participant survey to Commission, including no. of participant and est. time for degree completion; Submit final Appendix F (Program Budget) Quarterly advisory meetings with all participants are scheduled. 	January 2017	Kenneth Whittemore, WCCUSD, LEA lead; all LEA partners and IHE partner
<ul style="list-style-type: none"> First payment allotted; Quarterly meeting of Consortium team Continue quarterly advisory meetings with all participants 	Spring 2017	All LEA partners and IHE partner
<ul style="list-style-type: none"> Annual Outcome and Evaluation Data provided to Commission Finalize Year-End Budget and Send 2018-19 Budget to CCTC for approval. 	June 2017	Kenneth Whittemore, WCCUSD, Consortium lead applicant; WCCUSD data analyst
<ul style="list-style-type: none"> Internal report to LEA Boards on Program outcomes and no. of participants in CSUEB Summer Program 	June 2017	LEA partners
Quarterly meeting of Consortium Team; finalize Y2 participant numbers and initiate quarterly advisory meetings with all	September 2017	All LEA partners and IHE partner

<i>participants</i>		
<ul style="list-style-type: none"> ▪ Quarterly meeting of Consortium team ▪ Continue quarterly advisory meetings with all participants 	January 2018	All LEA partners and IHE partner
<ul style="list-style-type: none"> ▪ Payment allotted; Quarterly meeting of Consortium team ▪ Continue quarterly advisory meetings with all participants 	Spring 2018	All LEA partners and IHE partner
<ul style="list-style-type: none"> ▪ Student surveys conducted; Annual Outcome and Evaluation Data provided to Commission ▪ Finalize Year-End Budget and Send 2018-19 Budget to CCTC for approval. 	June 2018	Kenneth Whittemore, WCCUSD, Consortium lead applicant; WCCUSD data analyst
<ul style="list-style-type: none"> ▪ Internal report to LEA Boards on Program outcomes on Year 2 and no. of participants in CSUEB Summer Program for Year 3 	June 2018	LEA partners
<ul style="list-style-type: none"> ▪ Quarterly meeting of Consortium Team; finalize Y3 participant numbers and initiate quarterly advisory meetings with all participants 	September 2018	All LEA partners and IHE partner
<ul style="list-style-type: none"> ▪ Quarterly meeting of Consortium team ▪ Continue quarterly advisory meetings with all participants 	January 2019	All LEA partners and IHE partner
<ul style="list-style-type: none"> ▪ Payment allotted; Quarterly meeting of Consortium team ▪ Continue quarterly advisory meetings with all participants 	Spring 2019	All LEA partners and IHE partner

<ul style="list-style-type: none"> ▪ <i>Student Surveys conducted; Annual Outcome and Evaluation Data provided to Commission</i> ▪ <i>Finalize Year-End Budget and Send 2019-20 Budget to CCTC for approval.</i> 	<i>June 2019</i>	<i>Kenneth Whittemore, WCCUSD, Consortium lead applicant; WCCUSD data analyst</i>
<ul style="list-style-type: none"> ▪ <i>Internal report to LEA Boards on Program outcomes on Year 3 and no. of participants in CSUEB Summer Program for Year 4</i> 	<i>June 2019</i>	<i>LEA partners</i>
<ul style="list-style-type: none"> ▪ <i>Quarterly meeting of Consortium Team; finalize Y4 participant numbers and initiate quarterly advisory meetings with all participants</i> 	<i>September 2019</i>	<i>All LEA partners and IHE partner</i>
<ul style="list-style-type: none"> ▪ <i>Quarterly meeting of Consortium team</i> ▪ <i>Continue quarterly advisory meetings with all participants</i> 	<i>January 2020</i>	<i>All LEA partners and IHE partner</i>
<ul style="list-style-type: none"> ▪ <i>Payment allotted; Quarterly meeting of Consortium team</i> ▪ <i>Continue quarterly advisory meetings with all participants</i> 	<i>Spring 2020</i>	<i>All LEA partners and IHE partner</i>
<ul style="list-style-type: none"> ▪ <i>Student Surveys conducted; Annual Outcome and Evaluation Data provided to Commission</i> ▪ <i>Finalize Year-End Budget and Send 2020-21 Budget to CCTC for approval.</i> 	<i>June 2020</i>	<i>Kenneth Whittemore, WCCUSD, Consortium lead applicant; WCCUSD data analyst</i>
<ul style="list-style-type: none"> ▪ <i>Internal report to LEA Boards on Program outcomes on Year 4 and no. of participants in CSUEB Summer Program for Year 5</i> 	<i>June 2020</i>	<i>LEA partners</i>
<ul style="list-style-type: none"> ▪ <i>Quarterly meeting of Consortium Team; finalize Y5 participant</i> 	<i>September 2020</i>	<i>All LEA partners and IHE partner</i>

<i>numbers and initiate quarterly advisory meetings with all participants</i>		
<ul style="list-style-type: none"> ▪ <i>Quarterly meeting of Consortium team</i> ▪ <i>Continue quarterly advisory meetings with all participants</i> 	<i>January 2021</i>	<i>All LEA partners and IHE partner</i>
<ul style="list-style-type: none"> ▪ <i>Payment allotted; Quarterly meeting of Consortium team</i> ▪ <i>Continue quarterly advisory meetings with all participants</i> 	<i>Spring 2021</i>	<i>All LEA partners and IHE partner</i>
<ul style="list-style-type: none"> ▪ <i>Student Surveys conducted; Annual Outcome and Evaluation Data provided to Commission</i> 	<i>June 2021</i>	<i>Kenneth Whittemore, WCCUSD, Consortium lead applicant; WCCUSD data analyst</i>
<ul style="list-style-type: none"> ▪ <i>Internal report to LEA Boards on Program outcomes on Year 5</i> 	<i>June 2021</i>	<i>LEA partners</i>

5C. Collaboration with public and private institutions of higher education, including articulation agreements

California State University, East Bay serves as the primary IHE partner for the Consortium classified employees interested in participating in the program. CSUEB has articulation agreements with all feeder community colleges already in place. A specific articulation agreement will be developed for this program, spelling out the pathway of each participant through completion of undergraduate degree and entry into the credential programs. Advisement and support — discussed in the sections below — will be built into the articulation agreement so that participants in the program can have streamlined coursework that leads to their goals. Participants will be completing an undergraduate degree at the same institution from which they will be receiving their credential, which will ensure the communication between graduate and undergraduate departments will be streamlined as much as possible. Articulation agreements will remain in effect until all participants have completed the program.

5D. Participant advisement: process to ensure consistent advisement and minimizing time spent in teacher training program.

CSU East Bay's advisement program is comprehensive, cutting-edge and student-centered, ensuring that each student in the Teacher Education program has a matrix of support services at their disposal. All participants in the program will receive University advisement from undergraduate advisors and from faculty in the Department of Teacher Education at CSU East Bay. Working in concert, the advisors and faculty will review transcripts, chart the most efficient course to the participant's intended degree and certification goals. These pathways will be shared with employing districts. Program participants will meet with undergraduate advisors and faculty regularly to ensure timely progress.

This high level of individual support will continue throughout each participant's schooling. Program advisors at each District will meet with each candidate for regular quarterly meetings, as well as in between when necessary. By creating an environment of supportive, open communication, we will provide each employee with the encouragement, assistance with troubleshooting potential pitfalls, and connection to key resources that will enable each candidate to succeed. Candidates know to come to their program advisor for help when they are struggling, preventing feelings of isolation, feeling overwhelmed, or uncertainty.

The attached Memorandum of Understanding between CSUEB and interns (Appendix B) demonstrates the exceptional level of coordinated support provided to students placed in their home district to work in their own classroom. CSU East Bay and the home district share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. CSU East Bay designates a University Supervisor to ensure that these hours are met — students can also monitor their support hours in real time using the MyInternJournal® app, which ensures that students can also be accountable for fulfilling the mandatory hours required under their signed contract. Introduced in 2015, the app has been extremely effective in increasing communication with each intern's support team and helping intern compile an online portfolio for job interviews, resumes and more.

5E. Participant Support

As mentioned above, an extensive support system is essential to the success of the East Bay Consortium's Teacher Training Program proposal. The Consortium partners intend to provide each Program participant with a program advisor who will meet with the candidate quarterly at the CSUEB campus of choice, or more frequently at the request of the participant. If University scheduling requires that a participant must take a course only offered during working hours, the district will provide release time. Courses are available on both of CSU East Bay campuses, in Concord and in Hayward. As was stated in Section 5A, the credentialed program courses are offered late afternoon and early evening with the expectation that the participants are in a K-12 classroom during the school day. In addition to district support, participants will also receive support from University advisors and faculty, which will be available on both campuses.

Flexibility: Flexibility in work schedules is another critical component of the support we will provide to Program participants. Currently, each of the Consortium school districts is committed to providing qualified, talented candidates with a chance to participate in the program, and that can require flexing hours to accommodate University courses. The Program key staff will look at each case individually, with a willingness to allow school employees to come in early, flex their hours by 30 minutes, or take an extended or partial leave of absence to accomplish their schooling. Currently, the Consortium districts are looking at the possibility of adding a study leave option (currently existing in teacher contracts) to classified employee contracts in order to formalize the option for employees to take study leave.

Test preparation: Another significant challenge is assisting participants to pass the California Basic Educational Skills Test™ (CBEST®) California Subject Examinations for Teachers® (CSET®). Modeled after the WCCUSD pilot program, the Consortium partners intend to provide CBEST preparation courses at no cost, through grants and/or District funds. We will also provide extensive support leading up to the CSET exam, coaching candidates, locating CSET prep courses, and matching applicants with mentor teachers to provide tutoring and assistance. CSU East Bay advisement teams have also waived the initial release requirement for teaching credential students that do not pass the CSET, offering them another chance to pass with additional support and assistance from their individual District.

Mentoring and incentive programs: Although each of the Consortium districts have slightly different policies related to mentoring during the induction period, as well as offering bonuses to new teachers, there is already in place a very strong commitment to mentoring new teachers at each of the Districts involved. Pittsburg Unified School District offers \$2,000 per year to mentor teachers that support new teachers. Sign-on bonuses are offered for hard to fill positions in math, science, reading specialist, special education, dual language immersion, with these incentive amounts ranging from \$2,500 to \$5,000. In addition, PUSD already offers a sign-on bonus of \$5,000 for new, full-time teachers who are high school graduates of PUSD (often our instructional aides/assistants are graduates of the district).

At Castro Valley Unified, the District participates in the TriValley Teacher Induction Project (TVTIP), a state-funded Beginning Teacher Support and Assessment (BTSA) program. TVTIP supports eligible teachers as they transition from university preparation into their professional career. TVTIP is a consortium including Dublin, Castro Valley, Livermore Valley Joint, Sunol Glen and Pleasanton Unified School Districts. One-on-one coaching is provided with a highly qualified teacher. Bargaining unit members required to participate in TVTIP are paid at the member's hourly rate or receive staff development credit hours or district unit advancement for a full day's attendance. The choice for financial compensation or staff development credit hours for district unit advancement is at the bargaining unit member's discretion. Upon completion of TVTIP

and one additional full year of service in the classroom at Castro Valley Unified, the teacher receives \$2,500 upon their first day of paid service the subsequent year.

At each of the Consortium districts, the bargaining units that represent the classified employees are committed to assisting the District in advancing people to the teaching profession. Strong relationships with our classified bargaining units — Public Employees Union and Local One, as well as California Schools Employees Association and School Supervisors Association — allow the Districts to accommodate or vary work schedules when needed. Another key in accommodating worker schedules is the size of the Consortium districts. With varied placement needs for teachers, the Consortium partners can identify a position that can accommodate an employee's individual scheduling needs.

In sum, the LEA partners are absolutely committed to providing the key elements of support — a cohesive support system with the University and District; flexibility in work schedules; test preparation; mentoring and incentives; as well as ongoing communication, encouragement, and counseling for each individual participant on a structured schedule. Together, these elements will ensure that each participant will have the very best chance of success in their chosen path to becoming a teacher at their own home District.

5F. Monitoring of Progress

District program advisors, as mentioned above, will meet quarterly with Program participants, ensuring that they are on track to complete their selected credential and/or degree program by the targeted date. If needed, the advisor will connect them with resources, for example, test preparation through CSUEB or adult education classes. They will also offer advice, support and emotional encouragement.

The Consortium will be guided in monitoring of the participant's progress by the official requirements of the CSU East Bay Department of Teacher Education. Credential students are required to complete a minimum of 12 units per year, while maintaining a 2.64 undergraduate GPA and a 3.0 GPA in credentialing/department coursework. Official action will be taken if any participant falls below these benchmarks, triggering a meeting with both the University and District advisory teams.

The Consortium key staff (listed above in Section 5b) will provide data on the participants to the CCTC at the end of each year of the grant. At that time, the staff will also report to the District Board on the program outcomes listed below in Section 6: Data Collection and Reporting. At that time, the staff will be responsible for evaluating the effectiveness of the Program and making any needed adjustments to both the Program's implementation plan and Budget.

6. Data Collection and Reporting

The Consortium is responsible for compiling, during each year of the grant period, the following data:

- the number of classified school employees recruited;
- the academic progress of the classified school employees recruited;
- the number of classified school employees recruited who are subsequently employed as teachers in the public schools;
- the degree to which the applicant meets the teacher shortage needs of the school district, charter school, or county office of education; and
- the ethnic and racial composition of the participants in the program.

West Contra Costa Unified School District, currently operating the pilot program for the Consortium proposal and serving as lead LEA applicant, has a dedicated 1.0 FTE data analyst who is currently tracking similar data for the pilot program and will also track the required data for the Commission's evaluation and monitoring of the Program. Key staff from each LEA partner will be responsible for submitting the initial data to WCCUSD's data analyst upon entry to the Program, who will then keep the data up-to-date for submittal to the Commission.

7. Budget and Cost-Effectiveness

Currently, as stated on Appendix A: Initial Application Budget Form, the Consortium intends to dedicate the entire \$4,000 grant funding available for each participant in Year One to direct costs, to be divided between tuition, books, and test preparation fees. All program administration, staff time, mentoring, incentives, advising, data collection, evaluation, and release time will be covered entirely at the expense of the individual Districts. If awarded by the Commission, the budget breakdown will be outlined in detail within a month of notification, based on the actual number of participants and their educational status, as directed in the RFP.

As indicated in the suggested project timeline, an end-of-year budget and a proposed breakdown of the following year's budget will be submitted at the end of each grant year.

Appendix A

Initial Application Budget Form

Directions: Complete the worksheet using the two listed categories as applicable.

Note: This budget should reflect an estimate of the planned distribution of funds to operate the program. Grantees will receive a total of \$4,000 in funding for each participant in the program. Indicate below the amount that will be allocated for direct participant support (i.e., books, tuition, fees, examination fees, credential fees, and other support services) and the amount that will be allocated for program administration purposes, if applicable. Base estimates on the requested number of participant slots. After final allocation of available slots to grantees, a more detailed budget (Appendices F and G) will be required within a month of notification based on the actual number of participants and their educational status.

Category	Year 1
Direct Participant Support (indicate # of participants)	20 participants (\$80,000 total)
Program Administration	\$0
Program Total	\$80,000

Appendix B

**California State CSU East Bay, East Bay
College of Education and Allied Studies**

**Education Specialist Credential, Mild Moderate Disabilities Program
Education Specialist Credential, Moderate Severe Disabilities Program
Multiple Subjects Teaching Credential Program
Single Subject Teaching Credential Program**

OFFICIAL Intern Support/Mentoring and Supervision Memorandum of Understanding

This MOU is an agreement between the Trustees of the California State University hereinafter called the "TRUSTEES," on behalf of California State CSU East Bay, hereinafter called (CSU East Bay) and the _____ (Insert Name) School District (District), effective as of _____ (Insert Date).

1.0 Responsibilities Shared by the CSU East Bay and the District

1.2 CSU East Bay and the District share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special ED and an addition 45 hours of annual support, mentoring, and supervision related to teaching English learners.

1.3 Interns who begin their assignment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.

1.4 Interns who are appointed at a time base of less than 1.00 or (b) appointed after the start of the school year, all levels of support mentioned in this MOU (sections 2.0, 4.0, 5.0, 6.0, Appendix A) shall be prorated.

1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.

1.6 The District shall pay to CSUEB \$2000 per intern annually. CSUEB will send an invoice to the District on January 2nd for the funds upon the intern's completion of the program, per Appendix B.

1.7 The District certifies that interns do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high need areas.

1.8 The District ensures that the intern is teaching in his or her area of subject matter competence, as evidenced by CSET or subject matter waiver.

1.9 The District certifies that this MOU has been reviewed and approved by the local District representing the District's teachers in collective bargaining.

2.0 CSU East Bay Personnel and Resource Support

2.1 CSU East Bay Intern Coordinator

CSU East Bay shall appoint a CSU East Bay Intern Coordinator to: (a) Support all CSU East Bay Interns; (b) Assist and monitor all Interns and CSU East Bay's CSU East Bay Supervisors, and (c) Work closely with the District's Employer Provided Mentors. The CSU East Bay Intern Coordinator will provide training to all CSU East Bay CSU East Bay Supervisors (US) and will coordinate training of Employer Provided Mentors (EPM) with the district. The CSU East Bay Intern Coordinator will lead Intern Seminars and will monitor the intern's completion of the Intern Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

2.2. CSU East Bay Supervisor

CSU East Bay shall designate a CSU East Bay Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards, accountability systems that drive the curriculum of public schools
- f. A corresponding (same) teaching credential as the Intern will earn; or an Administrative Services Credential (general education only)

3.0 District Personnel and Resource Support

3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each Intern. The EMP cannot be an administrator or evaluator of the Intern. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential (same as the Intern will earn)
- b. Three years successful teaching experience, and
- c. English Learner (EL) Authorization

3.2. CSU East Bay Supervisor – Employee Provided Mentor Meetings

The intern, the US and the EPM shall meet in person at least 2 times per quarter (once every 4-6 weeks) to discuss the Intern's progress.

3.3 Release Time

The District shall provide release time as needed for the intern and mentor to meet. The District shall provide release time as needed for the intern to complete the Alternate Grade level requirement. (25 hours assisting/teaching at an alternate grade level). If there are no English learners in the intern's assigned class(es), the District shall provide release time for the intern to observe and work with English learners in another class or school.

3.4 Employee Provided Mentor Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay Intern Coordinator.

4.0 CSU East Bay-Provided Support, Mentoring, and Supervision

4.1 General Education and/or Special ED Observations by CSU East Bay Supervisor

- a. 10 visits to observe the Intern teaching, followed by one-on-one conferences totaling at least **20 hours**.

4.2 EL Observations by CSU East Bay Supervisor

- a. 6 visits to observe the Intern teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **12 hours**.

4.3 On-line Discussion Board, email, and Phone Support by CSU East Bay Supervisor

- a. US will provide **30 hours** per academic year of support and mentoring via Blackboard Discussion Board, email, and phone

4.4 Intern Seminars

- a. Intern Coordinator will lead six Online and face-to-face seminars for a total of **12 hours**

4.5 Intern Support Record

- a. The Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on My Internship Journal **10 hours**

5.0 District-Provided Support, Mentoring, and Supervision

5.1 General Education and/or Special ED Support and Supervision by Employee Provided Mentor

- 5.2 The Employee Provided Mentor (EPM) will provide a minimum of **26 hours** of support/mentoring and supervision during the school day, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies

5.3 English Learner Support and Supervision by Employee Provided Mentor

The EPM will provide a minimum of **10 hours** of support and supervision related to English Learners during the school day.

5.4 District and School Site Professional Development and Meetings

Interns will attend a minimum of **64 hours** of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Develop Seminars

5.5 The EPM will be invited to use an online program called “My Internship Journal” by the CSU East Bay Intern Coordinator. The EPM will use this program to approve support that is provided to the Intern.

6.0 Additional Support Provided by the CSU East Bay and District (Shared Responsibility)

6.1 The US, the EPM, and the intern will meet at least six times (twice per quarter) for a minimum of **6 hours**.

6.2 Individualized Intern Plan

- a. The US, EPM, and the Intern shall develop the Individualized Intern Plan (IIP) during the first three weeks of school year.
- b. The IIP will specify the support, mentoring, and supervision the Intern will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
- c. The plan shall be approved by the CSU East Bay Intern Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
 1. Observation of others teaching
 2. Supervision of the Intern
 3. Conferences, in person
 4. Email or telephone conferences
 5. Grade level/department meetings
 6. Instructional planning
 7. Logistical help before or after school (bulletin boards, seating arrangements)
 8. Participation in District or Regional conferences
 9. Review and discuss test results
 10. Editing work-related writing (letters to parents, announcement, etc.)
 11. Completion of interactive journal (Intern and either US or EPM)
 12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers
- d. Interns are expected to attend all CSUEB classes. They may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.

7.0 Intern Contract

- a. Each Intern will sign a contract agreeing to the terms and responsibilities outlined in the contract and MOU
- b. The Intern Contract will include the names of the CSU East Bay Supervisor and the Employer Provided Mentor
- c. By signing the contract the intern acknowledges that the internship may be revoked if the terms are not met.
- d. The internship will commence only after a signed contract has been submitted by the intern

7.1 Individual Intern Profile

- a. CSU East Bay will maintain a computer-based Individual Intern Profile (IIP) for each Intern, summarizing the type and quantity of *Support/Mentoring and Supervision each Intern receives*
- b. *CSU East Bay, the District*, and the Intern will all provide information, as requested, to the CSU East Bay Intern Coordinator.
- c. Intern will register and provide all information online as required by the Intern Contract and this MOU.

7.2 Intern Support Record

- a. Each CSU East Bay intern will complete an online Intern Support Record using My Internship Journal , documenting the support received from CSU East Bay and District personnel

- b. The Intern Coordinator will monitor completion of the Intern Support Records on My Internship Journal

7.3 Oversight by Accreditation Coordinator

- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of Teacher Education and Educational Psychology/Special Education and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay Supervisors and the performance of the District in meeting all requirements including in this MOU.
- b. The Accreditation Coordinator is responsible for reporting compliance with the Intern Support requirements to CTC

7.4 Oversight by CSU East Bay Dean

- a. The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel
- b. The intern will not receive credit for the placement if the District does not provide the support specified in this MOU

7.5 Oversight by District Administrator

- a. Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if they have concerns about the performance of CSU East Bay personnel

8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

8.1 This Agreement shall be in effect beginning with the 2016-2017 school year and shall be continuous and be in place for each subsequent academic year, until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.

8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.

8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions of this agreement or upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

This Agreement shall be effective as of August 1, 2016 and shall remain in effect for five (5) years, terminating on July 31, 2021.

9.0 General Provisions

9.1 General Indemnity The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

9.2 Insurance Requirements Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage

upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

9.3 Workers' Compensation insurance coverage as required by the State of California.

9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.

9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of Intern's student start date.

9.6 All parties shall Agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

9.7 Mandatory Instruction and Reporting: Before a Intern is assigned to the District for placement the CSU East Bay shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

9.8 The District and the CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

9.10 Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.

9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

9.12 Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

District:

(Insert Name of District)

(Insert Name of Department)

(Insert Program Coordinator Name)

(Insert Title)

(Insert Address)

(Insert City, State Zip)

(Insert Telephone Number)

(Insert Email Address)

CSU East Bay:

Program Issues

College of Education & Allied Studies

Patricia Irvine, Associate Dean
Hayward, CA 94542
510-885-7418 | patricia.irvine@csueastbay.edu

Contract Issues:
College of Education & Allied Studies
James Zarrillo, Interim Dean
Hayward, CA 94542
510-885-7439 | james.zarrillo@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Signatures:

California State CSU East Bay, East Bay agrees to the terms and conditions described in this document.

By:

Authorized Signature Date

Printed Name & Title

By:

Authorized Signature Date

Printed Name & Title

The _____ District agrees to the terms and conditions described in this document.

By:

Signature, District Representative Date

Printed Name & Title

By:

Signature, Teachers' Association Representative Date

Printed Name & Title

By:

Signature, School Board Certification (If Applicable) Date

Printed Name & Title

Appendix A

Intern Support: A Shared Commitment to Excellence in Teaching

190 Hours of Support per School Year

CSUEB Support: CSU East Bay Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<u>Regular Ed/Special Ed: US Observations and Conferences</u> <ul style="list-style-type: none"> 10 observations of the Intern teaching and follow-up conferences (2 hours each) <u>EL: US Observations and Conferences</u> <ul style="list-style-type: none"> 6 observations of the Intern teaching EL and follow-up conferences (2 hours each) Total 32 hours (1 hour per week)	<u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <u>EL: EPM Support and Supervision</u> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day (May include observations of EL in other classrooms) Total 36 hours (1 hour per week)	<u>Intern, US, EPM Meetings</u> <ul style="list-style-type: none"> The intern, the US and the EPM (and EPM-EL) shall meet in person at least twice per quarter (6 meetings, 1 hour each) to discuss the Intern's progress. During the first meeting the intern, the US and the EPM will develop an Individualized Intern Plan (IIP), describing the support, mentoring and supervision the intern will receive. The plan shall be approved by the CSU East Bay Intern Coordinator. Total 6 hours
<u>US Email, Phone Support</u> <ul style="list-style-type: none"> US will provide 30 hours per academic year of support and mentoring via Blackboard Discussion Board, email, or phone Total 30 hours	<u>District/School-Sponsored Professional Development and Meetings and Observations</u> <ul style="list-style-type: none"> Interns will attend a minimum of 64 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars. Candidate-initiated observations are also included. Total 64 hours	
<u>Intern Seminars</u> <ul style="list-style-type: none"> Intern Coordinator will lead six Online and face-to-face seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (two seminars per quarter) Total 12 hours		
<ul style="list-style-type: none"> The Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream Total 10 hours		

Appendix B

The District and CSU East Bay to exchange contact information required in the Intern Support/Mentoring and Supervision of the Memorandum of Understanding for section 1.6 in the MOU.

I. CSU East Bay

a. Program Director Contact Information:

Name:	Patricia Irvine
Title	Associate Dean
Department:	College of Education & Allied Studies
Telephone Number:	510-885-7418
Email:	patricia.irvine@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-111, Hayward, CA 94542

b. Program Coordinator to receive notification of the Intern completion of the program for invoicing the School District:

Name:	Dania Massey
Title	Intern Coordinator
Department:	Teacher Education Department
Telephone Number:	707-815-5985
Email:	Dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-250, Hayward, CA 94542

I. _____ (Insert Name) _____ School District

a. Program Director Contact Information:

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	

b. Program Coordinator to contact information for Billing the School District upon the completion of the Intern's program.

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

6/28/17
Board Date
Contract Number
Purchasing Use Only

Consultant/Contract Services Summary

Contract or Requisition # 17007303

K-12 Educational Operations	Edmentum
School / Department	Consultant/Contractor Name
Sonja Neely-Johnson	From June 1, 2017 To June 30, 2017
Administrator Contact	Dates of Services
Account Number	Funding Source
01-0670-5850-691-1110-1000-300114-0-1290	LCAP
01-3010-5850-635-1110-1000-300114-0-0691	TITLE I
	Amount
	\$ 26,528.33
	\$ 10,560.00

Description of Services:

Total Amount of Contract: \$ 37,088.33

In the 2017 Extended Learning program, Middle School students will also have the opportunity to fill in gaps in standards mastery in an integrated program. Accucess offers a diagnostic assessment that crafts a personalized learning pathway. Growth reports are generated in real time for teachers to offer targeted instruction and support.

New for this year's summer program, is Exact Path for K-6 students. This competency-based progression of lessons aligns key skills and standards to support student progress toward learning goals. The platform provides students and teachers an engaging and personalized pathway and provides real time diagnostic and reteaching tools. Smart data visualization tools will be used to analyze valid assessments to share with parents and other key stakeholders.

Number of Students / Staff Impacted:

approx/ 2,500

Outcome / Deliverables:

Senior completion- first priority is working with seniors to complete courses they have previously failed to reduce the number of senior "tourists" in underclass courses and increase graduation rates without transfer to continuation schools. Credit recovery for 9th - 11th grade students with gross deficiencies in credits. Intervention for 9th - 11th graders to reduce the number of D and F semester grades by intervening immediately after progress reports.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Originator Signature

Date

This form must be board agenda ready and be attached to all consultant contracts.

If additional space is needed please attach to this form.

This form must be typed.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SPECIAL CONTRACT SERVICES**

Requisition Number: 17007303

Contract PO# _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and Edmentum (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. **Contractor** shall perform the following duties; include detailed description of services, for example: What are they doing? How often are they performing their services, daily, weekly, monthly? (A proposal by **Contractor** may be attached after approved by **District** in lieu of outlining duties by **Contractor** in the following space)

In the 2017 Extended Learning program, Middle School students will also have the opportunity to fill in gaps in standards mastery in an integrated program. Accucess offers a diagnostic assessment that crafts a personalized learning pathway. Growth reports are generated in real time for teachers to offer targeted instruction and support.

New for this year's summer program, is Exact Path for K-6 students. This competency-based progression of lessons aligns key skills and standards to support student progress toward learning goals. The platform provides students and teachers an engaging and personalized pathway and provides real time diagnostic and reteaching tools. Smart data visualization tools will be used to analyze valid assessments to share with parents and other key stakeholders.

II. Compensation and Reimbursement

- A. **Contract Limit:** for services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 37,088.33.
- B. **Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on June 1, 2017 and shall terminate on June 30, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.
- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** shall comply with fingerprinting and criminal background requirements of California Education Code section 45125.1.
- D. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- E. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state **are subject** to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law **are exempt** from 7% withholding.

V. **Fingerprinting of Employees**

The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. **Indemnification**

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the District hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.
- B. The **Contractor** shall defend, save harmless and indemnify the **District** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. **Ownership**

- A. The **District** shall become the owner of and entitled to exclusive possession of all original records, documents, graphs, photographs, or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of the **District**. Proprietary materials will be exempted from this clause.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance up to the amount of \$1,000,000.00.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

AGREED:


CONTRACTOR

Edmentum, Inc.

Company or Individual Name

James Stewart

Printed Name of Contractor or Authorized Signer

 5/31/2017
1 Contractor Signature Date

41-1646390

2 Social Security Number / Tax ID #

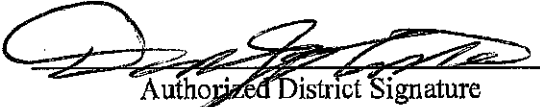
5600 W 83rd St. Suite 300 - 8200 Tower
Address

Bloomington MN 55437
City State Zip

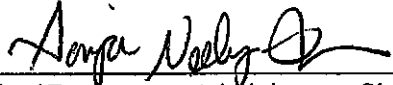
800-447-5286 877-519-9555
Phone Number Fax Number

orders@edmentum.com
e-mail address

DISTRICT


Authorized District Signature

6/2/17
Date


Site / Department Administrator Signature

Sonja Neely-Johnson.

Printed Name

K-12 Educational Operations

School Site / Department Name

5/25/2017

Date

510-307-7864

Phone Number

sneely-Johnson@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS identification Number must be used instead of a Social Security Number.



Date: 5/22/2017
Order Number: 10473791
Revision: 3
Order Form Expiration Date: 5/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 112899
Customer Name: West Contra Costa Unif SD
Billing Address: 1400 Marina Way South
Richmond, CA 94804

Products and Services

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Courseware: Core Library - Program License Courseware: Health and PE Library - Program License Courseware: World Languages Library 3 rd Party SIS Integration - PLE	2000	6/1/2017	6/30/2017	1	\$16,528.33
Adaptive Assessment with Prescriptions: Core Library - Program License	900	6/1/2017	6/30/2017	1	\$2,853.00
Exact Path - Core Library - Program License	2100	6/1/2017	6/30/2017	1	\$7,707.00
Edmentum Specialized Services Package - Services Delivery Year: Year 1	1	***	***		\$10,000.00
Subtotal:					\$37,088.33

Subtotal:	\$37,088.33
Estimated Tax:	\$0.00
Total US Funds:	\$37,088.33

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

The Exact Path diagnostic assessment cannot be assigned to 7th and 8th grade students until content is available on August 28, 2017.

Order Notes

This purchase includes any state specific courses where applicable.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions





Date: 5/22/2017
Order Number: 10473791
Revision: 3
Order Form Expiration Date: 5/31/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____



Edmentum Implementation Overview

WCCUSD has a long-standing partnership with Edmentum Individualized Learning Solution which provides students with adaptive learning paths and standards based high-quality curriculum.

Beginning in 2012, teachers across the district had the opportunity to pilot Plato Edmentum and Study Island. Both resources were recommended for implementation. After an initial pilot at Independent Study, Plato was then piloted at a comprehensive middle and high school. It has been used successfully in all four years of program implementation.

Additionally, the platform was an integral part of our Extended Learning program. The curriculum offers A - G doorway approved courseware for students needing credit recovery. It has been essential in improving our senior completion rate with a rigorous curriculum. It supports our efforts to provide blended instruction and to build capacity for the one-one-one initiative.

In the 2017 Extended Learning program, Middle School students will also have the opportunity to fill in gaps in standards mastery in an integrated program. Accucess offers a diagnostic assessment that crafts a personalized learning pathway. Growth reports are generated in real time for teachers to offer targeted instruction and support.

New for this year's summer program, is Exact Path for K-6 students. This competency-based progression of lessons aligns key skills and standards to support student progress toward learning goals. The platform provides students and teachers an engaging and personalized pathway and provides real time diagnostic and reteaching tools. Smart data visualization tools will be used to analyze valid assessments to share with parents and other key stakeholders.

In the fall, 2017, Edmentum courseware will replace CyberHigh for credit recovery at all High Schools. Our long-term goal is to increase graduation rate and completion of A-G requirements. Our vision is to create a district-wide online high school option using WCCUSD teachers when possible and Edmentum Ed-Option teachers for areas not represented in our teacher credential pool.

There are four outcomes to achieve with the Edmentum/Plato implementation:

- Senior completion- first priority is working with seniors to complete courses they have previously failed to reduce the number of senior "tourists" in underclass courses and increase graduation rates without transfer to continuation schools.
- Credit recovery for 9th - 11th grade students with gross deficiencies in credits.
- Intervention for 9th - 11th graders to reduce the number of D and F semester grades by intervening immediately after progress reports. Sites can design their own intervention program to support students in staying on track.
- Emergency use of Plato Courseware for teacher shortage situations. Students can continue to receive standards-based rigorous curriculum in courses not currently being offered at their site or awaiting a credentialed teacher to serve.
- Students with long-term independent study contracts or leaves of absence can stay on track for graduation with this distance-learning option.

Beginning in the Fall of 2016, Edmentum's Study Island and Accucess programs were put in place as the academic component to the the African American Mafanikio Academic Coaching program at twelve sites across the district. Growth reports will be used to measure student progress and the overall effectiveness of the programs. Sites with full implementation have shared positive anecdotal evidence of its success.

This implementation supports LCAP Goal 1.15 which addresses the African American students within our district who have been traditionally underserved. Our goal is to ensure that all students are college and career ready and able to make life choices with productive and positive outcomes. We are confident that further implementation of the use of the Edmentum resources will support ALL students to reach their potential.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "District"), and _____ East Bay Center for Performing Arts (hereinafter "Contractor"), is for consultant or special services to be performed by a non-employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. Contractor shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by Contractor may be attached after approved by District in lieu of entering detailed description below.

If the Contractors proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

East Bay Center for Performing Arts will provide enrichment classes for up to 375 students enrolled in the WCCUSD summer 17 Expanded Learning Program. East Bay Center for Performing Arts will provide 5 instructors to facilitate three one hour enrichment classes at Dover, Ford, King, Montalvin, and Nystrom on Monday, Wednesday, and Friday from 2:00-5:00. Enrichment services will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 15750.00.
- B. **Billing and Payment Procedures:** Contractor shall submit monthly time and cost invoices to the District. Approved payments shall be made by the District within thirty (30) days of receipt of the invoice from the Contractor.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on June 19, 2017 and shall terminate on July 21, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state **are subject** to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law **are exempt** from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR

DISTRICT

East Bay Center for the Performing Arts

Company or Individual Name

Authorized District Signature

Michelle Flynn

Printed Name of Contractor or Authorized Signer

Date

Michelle D. Flynn

6/2/17

1 Contractor Signature

Date

Katharine Sullivan

Site / Department Administrator Signature

94-1692171

2 Social Security Number / Tax ID #

Katharine Sullivan

Printed Name

339 11th St.

Address

Expanded Learning

School Site / Department Name

Richmond CA 94801

City

State

Zip

6/2/17

Date

510-323-2493 510-234-8201

Phone Number

Fax Number

510-307-4652

Phone Number

michelle.flynn@eastbaycenter.org

e-mail address

ksullivan@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Michelle D. Flynn

Proper Name

Michelle D. Flynn

Signature

6/2/17

Date

CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.

Michelle D. Flynn

Signature

6/2/17

Date

East Bay Center for the Performing Arts

Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) East Bay Center for the Performing Arts	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<div>Address (number, street, and apt. or suite no.) 339 11th St</div> <div>City, state, and ZIP code Richmond, CA 94801</div>	
	<div>Requester's name and address (optional) West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801</div> <div>List account number(s) here (optional)</div>	

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								
9	4	-	1	6	9	2	1	7

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 ▶ <i>Michelle D. Flynn</i>	Date ▶ <i>6/2/17</i>
-----------	---	----------------------

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:

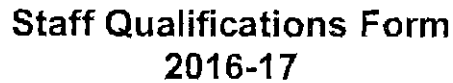
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable 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.

[illegible]

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2017

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		CONTACT NAME: Shannon Shilling	
Marsh & McLennan Ins Agency LLC		PHONE (A/C No. Ext): 925 482-9300	FAX (A/C No.): 925 482-9390
1340 Treat Bld #250 Lic0H18131		E-MAIL: shannon.shilling@barneyandbarney.com	
Walnut Creek, CA 94597		ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Nonprofits Insurance Alliance o	999999
INSURED		INSURER B:	
East Bay Center for the Performing Arts		INSURER C:	
339 11th Street		INSURER D:	
Richmond, CA 94801		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	201702524NPO	02/06/2017	02/06/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> NON-OWNED AUTOS		201702524NPO	02/06/2017	02/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	201702524UMB	02/06/2017	02/06/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is included as additional insured per attached policy form.

CERTIFICATE HOLDER

CANCELLATION

West Contra Costa Unified School District 1108 Bissell Ave Rm 202 Richmond, CA 94801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INSURED: East Bay Center for the Performing Arts

POLICY #: 201702524NPO

POLICY PERIOD: 02/06/2017

TO: 02/06/2018

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and _____ Berkeley Chess School _____ (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. Contractor** shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by **Contractor** may be attached after approved by **District** in lieu of entering detailed description below.

If the **Contractors** proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Berkeley Chess School will provide enrichment classes for up to 375 students enrolled in the WCCUSD summer 17 Expanded Learning Program. Berkeley Chess will provide 5 instructors to facilitate three one hour enrichment classes at Dover, Ford, King, Montalvin, and Nystrom on Monday, Wednesday, and Friday from 2:00-5:00. Enrichment services will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 15750.00.
- B. Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A.** The term of the agreement shall commence on June 19, 2017 and shall terminate on July 21, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state **are subject** to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law **are exempt** from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR

DISTRICT

The Berkeley Chess School

Company or Individual Name

Authorized District Signature

Elizabeth Shaughnessy

Printed Name of Contractor or Authorized Signer

Date



6/1/17

1 Contractor Signature

Date



Site / Department Administrator Signature

94-3225242

2 Social Security Number / Tax ID #

Katharine Sullivan

Printed Name

1845 Berkeley Way

Address

Expanded Learning

School Site / Department Name

Berkeley CA 94703

City

State

Zip

6/2/17

Date

510-843-0150 510-843-0140

Phone Number

Fax Number

510-307-4652

Phone Number

programs@berkeleychessschool.org

e-mail address

ksullivan@wccusd.net

e-mail address

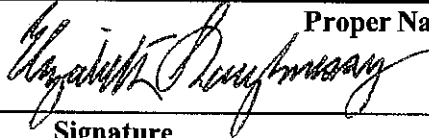
1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Elizabeth Shaughnessy
Proper Name

Signature 6-1-17
Date

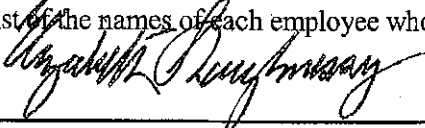
CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.


Signature 6-1-17
Date
The Berkeley Chess School
Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) The Berkeley Chess School	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 1845 Berkeley Way	Requester's name and address (optional) West Contra Costa Unified School District
City, state, and ZIP code Berkeley CA 94709	1108 Bissell Avenue Richmond, CA 94801
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.

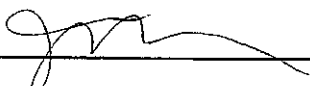
Social security number								
			-				-	
Employer identification number								
94	-	322	5242					

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ 	Date ▶ 6-1-17
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2016

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

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

PRODUCER G F BROWN INS SERVICE LLC 1474 University Ave PMB# 145 Berkeley, CA 94702		CONTACT NAME: Justin Brown PHONE (A/C No. Ext.): (510) 524-8812 FAX (A/C No.): (510) 524-8882 E-MAIL: justin@gfbrowns.com ADDRESS: justin@gfbrowns.com	
INSURED Berkeley Chess School, The P.O Box 10073 1845 Berkeley Way / 1581 Le Roy Avenue Berkeley, CA 94709-5073 (510) 843-0150		INSURER(B) AFFORDING COVERAGE INSURER A: NonProfit Insurance Alliance INSURER B: Hartford Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# Agency#02893	

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		2016-40252NPO	7/1/16	7/1/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		2016-40252NPO	7/1/16	7/1/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB DED RETENTION\$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECGG1070	7/10/16	7/10/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	IMPROPER CONDUCT	X		2016-40252NPO	7/1/16	7/1/17	Limit: \$1,000,000/Occ. \$2,000,000- Agg

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

West Contra Costa Unified School District, its officers, agents and employees are included as Additional Insured with respect to the operations of the insured.

CERTIFICATE HOLDER**CANCELLATION**

West Contra Costa Unified School District
1108 Bissel Avenue
Richmond, CA 94801-3135

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

POLICY NUMBER: 2016-40252NPO

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801-3135	1845 Berkeley Way Berkeley, CA 94703
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and _____ Love Learn Success _____ (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. **Contractor** shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by **Contractor** may be attached after approved by **District** in lieu of entering detailed description below.

If the **Contractors** proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Love. Learn. Success (LLS) will serve as the lead agency for the summer Expanded Learning Program at King Elementary School. The Expanded Learning Program will begin immediately upon the end of the core summer school day and will operate until 5:30 every day summer school is in session. The Expanded Learning Program at Dover will serve up to 225 students. All students participating in the Expanded Learning Program at Dover will have the opportunity to engage in three daily components, academic skill building (ELA & STEAM), enrichment activities, and nutrition. The program will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 27084.00.
- B. **Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on June 1, 2017 and shall terminate on July 25, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state *are subject* to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law *are exempt* from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR

DISTRICT

Love. Learn. Success.

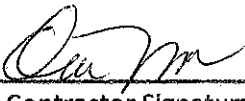
Company or Individual Name

Oanh Ngo

Printed Name of Contractor or Authorized Signer

Authorized District Signature

Date

 June 2, 2017

1 Contractor Signature Date



Site / Department Administrator Signature

46-2478873

2 Social Security Number / Tax ID #

Katharine Sullivan

Printed Name

211 Ebbetts Pass Road

Address

Expanded Learning

School Site / Department Name

Vallejo CA 94589

City State Zip

6/2/17

Date

(510) 910-9070

Phone Number Fax Number

510-307-4652

Phone Number

ann@lovelearnsuccess.org

e-mail address

ksullivan@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Oanh Ngo, CEO

Proper Name



Signature

June 2, 2017

Date

CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.



Signature

June 2, 2017

Date

Love. Learn. Success.

Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Love. Learn. Success.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 c (3)	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 211 Ebbetts Pass Road City, state, and ZIP code Vallejo, CA 94589	
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									
4	6	-	2	4	7	8	8	7	3

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶ **2/17/17**

General Instructions

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

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

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEVEL-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2017

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 have ADDITIONAL INSURED provisions or 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 Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay-Marie Garcia		925-210-1717	CONTACT NAME: Jay-Marie Garcia PHONE (A/C, No, Ext): 925-210-1717 FAX (A/C, No): 925-210-1818 E-MAIL ADDRESS: jay@diablovalleyinsurance.com
INSURED Love Learn Success, Inc David Becerra 211 Ebbetts Pass Rd Vallejo, CA 94569		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of Ca INSURER B: Employers Preferred Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # NIAC 10346	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2016-49676	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			2016-49676	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG225422301	08/07/2016	08/07/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

The certificate holder named below is added as an additional insured under the General Liability Policy but only as their interest may appear as respects to the above named insured's use of premises per forms CG 2011 (04-13) and NIAC-E61 (12-15) attached. Evidencing Worker's Compensation insurance & NOA & Hired Auto Liability

CERTIFICATE HOLDER

CANCELLATION

WESTC-2 West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801	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 <i>Jay-Marie Garcia</i>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: included
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your negligent acts or omissions; or
 2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and _____ Love Learn Success _____ (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. **Contractor** shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by **Contractor** may be attached after approved by **District** in lieu of entering detailed description below.

If the **Contractors** proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Love. Learn. Success (LLS) will serve as the lead agency for the summer Expanded Learning Program at Ford Elementary School. The Expanded Learning Program will begin immediately upon the end of the core summer school day and will operate until 5:30 every day summer school is in session. The Expanded Learning Program at Dover will serve up to 225 students. All students participating in the Expanded Learning Program at Dover will have the opportunity to engage in three daily components, academic skill building (ELA & STEAM), enrichment activities, and nutrition. The program will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 27084.00.
- B. **Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on June 1, 2017 and shall terminate on July 25, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state *are subject* to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law *are exempt* from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR

DISTRICT

Love. Learn. Success.

Company or Individual Name

Authorized District Signature

Oanh Ngo

Printed Name of Contractor or Authorized Signer

Date

 June 2, 2017
1 Contractor Signature Date


Site / Department Administrator Signature

46-2478873

2 Social Security Number / Tax ID #

Katharine Sullivan

Printed Name

211 Ebbetts Pass Road

Address

Expanded Learning

School Site / Department Name

Vallejo CA 94589
City State Zip

6/2/17
Date

(510) 910-9070

Phone Number

Fax Number

510-307-4652

Phone Number

ann@lovelearnsuccess.org

e-mail address

ksullivan@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Oanh Ngo, CEO

Proper Name



Signature

June 2, 2017

Date

CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.



Signature

June 2, 2017

Date

Love. Learn. Success.

Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Love. Learn. Success.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 c (3)	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 211 Ebbette Pass Road City, state, and ZIP code Vallejo, CA 94589	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								
4	6	-	2	4	7	8	8	7
								3

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 2/17/17

General Instructions

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

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

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEVEL-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2017

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 have ADDITIONAL INSURED provisions or 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 Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay-Marie Garcia		925-210-1717		CONTACT Jay-Marie Garcia NAME: PHONE (A/C, No, Ext): 925-210-1717 FAX (A/C, No): 925-210-1818 E-MAIL: jay@diablovalleyinsurance.com ADDRESS:	
INSURED Love Learn Success, Inc David Becerra 211 Ebbetts Pass Rd Vallejo, CA 94589				INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of Ca INSURER B: Employers Preferred Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # NIAC 10346	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		2016-49676	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2016-49676	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EIG225422301	08/07/2016	08/07/2017	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder named below is added as an additional insured under the General Liability Policy but only as their interest may appear as respects to the above named insured's use of premises per forms CG 2011 (04-13) and NIAC-E61 (12-15) attached. Evidencing Worker's Compensation Insurance & NOA & Hired Auto Liability

CERTIFICATE HOLDER

CANCELLATION

WESTC-2 West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801	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 <i>Jay-Marie Garcia</i>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your negligent acts or omissions; or
 2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and Love Learn Success (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. Contractor** shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by **Contractor** may be attached after approved by **District** in lieu of entering detailed description below.

If the **Contractors** proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Love. Learn. Success (LLS) will serve as the lead agency for the summer Expanded Learning Program at Dover Elementary School. The Expanded Learning Program will begin immediately upon the end of the core summer school day and will operate until 5:30 every day summer school is in session. The Expanded Learning Program at Dover will serve up to 225 students. All students participating in the Expanded Learning Program at Dover will have the opportunity to engage in three daily components, academic skill building (ELA & STEAM), enrichment activities, and nutrition. The program will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 27084.00.
- B. Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A.** The term of the agreement shall commence on June 1, 2017 and shall terminate on July 25, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state *are subject* to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law *are exempt* from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR

DISTRICT

Love. Learn. Success.

Company or Individual Name

Authorized District Signature

Oanh Ngo

Printed Name of Contractor or Authorized Signer

Date


1 Contractor Signature

June 2, 2017

Date


Site / Department Administrator Signature

46-2478873

2 Social Security Number / Tax ID #

Katharine Sullivan

Printed Name

211 Ebbetts Pass Road

Address

Expanded Learning

School Site / Department Name

Vallejo

City

CA

State

94589

Zip

6/2/17

Date

(510) 910-9070

Phone Number

Fax Number

510-307-4652

Phone Number

ann@lovelearnsuccess.org

e-mail address

ksullivan@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Oanh Ngo, CEO

Proper Name


Signature

June 2, 2017

Date

CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.


Signature

June 2, 2017

Date

Love. Learn. Success.

Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Love. Learn. Success.

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) ▶ **501 c (3)**

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
211 Ebbetts Pass Road

City, state, and ZIP code
Vallejo, CA 94589

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								
4	6	-	2	4	7	8	8	7 3

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2/17/17**

General Instructions

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

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

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LOVEL-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2017

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 have ADDITIONAL INSURED provisions or 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 Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay-Marie Garcia		925-210-1717		CONTACT NAME: Jay-Marie Garcia	
				PHONE (A/C, No, Ext): 925-210-1717	
				FAX (A/C, No): 925-210-1818	
				E-MAIL ADDRESS: jay@diablovalleyinsurance.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Nonprofits' Ins Alliance of Ca	
				INSURER B: Employers Preferred Insurance	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	
INSURED Love Learn Success, Inc David Secerra 211 Ebbetts Pass Rd Vallejo, CA 94589				NAIC # NIAC 10346	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2016-49676	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			2016-49676	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG225422301	08/07/2016	08/07/2017	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder named below is added as an additional insured under the General Liability Policy but only as their interest may appear as respects to the above named insured's use of premises per forms CG 2011 (04-13) and NIAC-E61 (12-15) attached. Evidencing Worker's Compensation insurance & NOA & Hired Auto Liability

CERTIFICATE HOLDER

WESTC-2

West Contra Costa Unified
School District
1108 Bissell Avenue
Richmond, CA 94801

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

Jay-Marie Garcia

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "**District**"), and _____ Love Learn Success _____ (hereinafter "**Contractor**"), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. **Contractor** shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by **Contractor** may be attached after approved by **District** in lieu of entering detailed description below.

If the **Contractors** proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Love. Learn. Success (LLS) will serve as the lead agency for the summer Expanded Learning Program at Nystrom Elementary School. The Expanded Learning Program will begin immediately upon the end of the core summer school day and will operate until 5:30 every day summer school is in session. The Expanded Learning Program at Dover will serve up to 225 students. All students participating in the Expanded Learning Program at Dover will have the opportunity to engage in three daily components, academic skill building (ELA & STEAM), enrichment activities, and nutrition. The program will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 27084.00.
- B. **Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on June 1, 2017 and shall terminate on July 25, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state *are subject* to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law *are exempt* from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR


DISTRICT

Love. Learn. Success.
Company or Individual Name

Authorized District Signature

Oanh Ngo
Printed Name of Contractor or Authorized Signer

Date

 June 2, 2017
1 Contractor Signature Date


Site / Department Administrator Signature

46-2478873
2 Social Security Number / Tax ID #

Katharine Sullivan
Printed Name

211 Ebbetts Pass Road
Address

Expanded Learning
School Site / Department Name

Vallejo CA 94589
City State Zip

6/2/17
Date

(510) 910-9070
Phone Number Fax Number

510-307-4652
Phone Number

ann@lovelearnsuccess.org
e-mail address

ksullivan@wecusd.net
e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Oanh Ngo, CEO

Proper Name



Signature

June 2, 2017

Date

CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.



Signature

June 2, 2017

Date

Love. Learn. Success.

Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Love. Learn. Success.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 c (3)	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 211 Ebbetts Pass Road City, state, and ZIP code Vallejo, CA 94589	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								
4	6		-	2	4	7	8	8
							7	3

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2/17/17**

General Instructions

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

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

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEVEL-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2017

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 have **ADDITIONAL INSURED** provisions or 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
Diablo Valley Insurance Agency
801 Ygnacio Valley Rd, Ste 100
Walnut Creek, CA 94596
Jay-Marie Garcia

925-210-1717

CONTACT NAME: Jay-Marie Garcia

PHONE (A/C, No, Ext): 925-210-1717

FAX (A/C, No): 925-210-1818

E-MAIL ADDRESS: jay@diablovalleyinsurance.com

INSURED
Love Learn Success, Inc
David Becerra
211 Ebbetts Pass Rd
Vallejo, CA 94589

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits' Ins Alliance of Ca

NIAC

INSURER B: Employers Preferred Insurance

10346

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2016-49676	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			2016-49676	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG225422301	08/07/2016	08/07/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder named below is added as an additional insured under the General Liability Policy but only as their interest may appear as respects to the above named insured's use of premises per forms CG 2011 (04-13) and NIAC-E61 (12-15) attached. Evidencing Worker's Compensation insurance & NOA & Hired Auto Liability

CERTIFICATE HOLDER

WESTC-2

West Contra Costa Unified
School District
1108 Bissell Avenue
Richmond, CA 94801

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

Jay-Marie Garcia

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "District"), and _____ Love Learn Success (hereinafter "Contractor"), is for consultant or special services to be performed by a non-employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. Contractor shall perform the following duties: (Include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by Contractor may be attached after approved by District in lieu of entering detailed description below.

If the Contractors proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Love. Learn. Success (LLS) will serve as the lead agency for the summer Expanded Learning Program at Montalvin Elementary School. The Expanded Learning Program will begin immediately upon the end of the core summer school day and will operate until 5:30 every day summer school is in session. The Expanded Learning Program at Dover will serve up to 225 students. All students participating in the Expanded Learning Program at Dover will have the opportunity to engage in three daily components, academic skill building (ELA & STEAM), enrichment activities, and nutrition. The program will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 27084.00.
- B. **Billing and Payment Procedures:** Contractor shall submit monthly time and cost invoices to the District. Approved payments shall be made by the District within thirty (30) days of receipt of the invoice from the Contractor.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on June 1, 2017 and shall terminate on July 25, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state *are subject* to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law *are exempt* from 7% withholding.

V. Fingerprinting of Employees

- A. The **Contractor** shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The **Contractor** shall not permit any employee to have any contact with District pupils until such time as the **Contractor** has verified in writing to the governing board of the **District** that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The **Contractor's** responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the **District**, or acting as independent contractors of the **Contractor**. Verification of compliance with this section shall be provided in writing to the **District** prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR

DISTRICT

Love. Learn. Success.


Company or Individual Name

Authorized District Signature

Oanh Ngo

Printed Name of Contractor or Authorized Signer

Date

 June 2, 2017
1 Contractor Signature Date


Site / Department Administrator Signature

46-2478873

2 Social Security Number / Tax ID #

Katharine Sullivan

Printed Name

211 Ebbetts Pass Road

Address

Expanded Learning

School Site / Department Name

Vallejo CA 94589
City State Zip

6/2/17
Date

(510) 910-9070

Phone Number

Fax Number

510-307-4652

Phone Number

ann@lovelearnsuccess.org

e-mail address

ksullivan@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Oanh Ngo, CEO

Proper Name



Signature

June 2, 2017

Date

CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.



Signature

June 2, 2017

Date

Love. Learn. Success.

Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Love. Learn. Success.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 c (3)	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 211 Ebbette Pass Road City, state, and ZIP code Vallejo, CA 94589 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 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								
4	6	-	2	4	7	8	8	7 3

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2/17/17**

General Instructions

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

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

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEVEL-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2017

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 have ADDITIONAL INSURED provisions or 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 Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay-Marie Garcia		925-210-1717		CONTACT Jay-Marie Garcia NAME: PHONE (A/C, No, Ext): 925-210-1717 FAX (A/C, No): 925-210-1818 E-MAIL ADDRESS: jay@diablovalleyinsurance.com	
INSURED Love Learn Success, Inc David Becerra 211 Ebbetts Pass Rd Vallejo, CA 94589				INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of Ca INSURER B: Employers Preferred Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # NIAC 10346	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		2016-49676	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2016-49676	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EIG225422301	08/07/2016	08/07/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder named below is added as an additional insured under the General Liability Policy but only as their interest may appear as respects to the above named insured's use of premises per forms CG 2011 (04-13) and NIAC-E61 (12-15) attached. Evidencing Worker's Compensation Insurance & NOA & Hired Auto Liability

CERTIFICATE HOLDER

CANCELLATION

WESTC-2 West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801	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 <i>Jay-Marie Garcia</i>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This Insurance does not apply to:

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

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SPECIAL CONTRACT SERVICES

Requisition Number: _____ Contract PO # _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "District"), and _____ Love Learn Success (hereinafter "Contractor"), is for consultant or special services to be performed by a non-employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. Contractor shall perform the following duties: (include detailed description of services below). For example: What are they doing? How often are they performing their services, daily, weekly, monthly? A proposal by Contractor may be attached after approved by District in lieu of entering detailed description below.

If the Contractors proposal is approved and attached, the attached proposal is made part of this contract and is legally binding.

Love Learn Success will provide enrichment classes for up to 375 students enrolled in the WCCUSD summer 17 Expanded Learning Program. Love. Learn. Success. will provide 5 instructors to facilitate three one hour enrichment classes at Dover, Ford, King, Montalvin, and Nystrom on Monday, Wednesday, and Friday from 2:00-5:00. Enrichment services will operate in compliance with California Education Codes 8482-8486, Federal 21st Century grant guidelines as applicable, and WCCUSD policies.

II. Compensation and Reimbursement

- A. **Contract Limit:** For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ 15750.00.
- B. **Billing and Payment Procedures:** Contractor shall submit monthly time and cost invoices to the District. Approved payments shall be made by the District within thirty (30) days of receipt of the invoice from the Contractor.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on June 10, 2017 and shall terminate on July 21, 2017 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. **Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state **are subject** to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law **are exempt** from 7% withholding.

V. Fingerprinting of Employees

- A. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. Indemnification

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- B. The **Contractor** shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. Ownership

- A. The **District** acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (the "Materials") solely created prior to or during the terms of this Agreement by the Contractor are proprietary to the Contractor. The Contractor grants the **District** a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the **District**. Any Materials created jointly will become jointly owned by the Contractor and the **District**. Both parties may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Contractor shall not be copyrighted or patented by the **District** in the United States or in any country. The Contractor agrees not to publically share or distribute any confidential or personally identifiable information without prior written consent from the **District**.

VIII. Insurance

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance in the amount of \$1,000,000.00 per occurrence, general aggregate of \$2,000,000 to include physical abuse and molestation coverage and insurance policy endorsement naming West Contra Costa Unified School District as an additional insured.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

IX. Assignment

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

X. Timely Performance

- A. In the event that **Contractor** falls in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AGREED:

CONTRACTOR

DISTRICT

Love. Learn. Success.

Company or Individual Name

Authorized District Signature

Oanh Ngo

Printed Name of Contractor or Authorized Signer

Date



June 2, 2017

1 Contractor Signature

Date



Site / Department Administrator Signature

46-2478873

2 Social Security Number / Tax ID #

Katharine Sullivan

Printed Name

211 Ebbetts Pass Road

Address

Expanded Learning

School Site / Department Name

Vallejo

CA

94589

City

State

Zip

6/2/17

Date

(510) 910-9070

Phone Number

Fax Number

510-307-4652

Phone Number

ann@lovelearnsuccess.org

e-mail address

ksullivan@wccusd.net

e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

FINGERPRINTING AND EMPLOYEE BACKGROUND CHECK REQUIREMENTS

EDUCATION CODE SECTION 45125.1 PROVIDES IN RELEVANT PART:

- A. If the employees of an entity which has a contract with a school District to perform janitorial, administrative, landscape, transportation, food related or similar services may have any contact with students, those employees must have their fingerprints submitted to the Department of Justice;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of the criminal history;
- C. An entity with a school District contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in *Education Code section 45122.1*;
- D. The entity must certify that none of its employees who may come into contact with pupils have been convicted of a felony as defined in *Education Code section 45122.1*.
- E. The entity must provide lists of the names of employees who may come in contact with pupils.

I am aware of the provisions of Education Code section 45125.1 which requires fingerprinting and background checks of school District Contractor's and subcontractor's employees, certification that employees with pupil contact have not committed a felony as defined in Education Code section 45122.1 and provision of lists of those employees to the school District. I will comply with such provisions before commencing the performance of the work of this contract. I will provide a new certification and a updated list in the event that during the course of the contract, new and different employees may come into contact with pupils.

Oanh Ngo, CEO

Proper Name


Signature

June 2, 2017

Date

CERTIFICATE OF COMPLIANCE

With Education Code Section 45125.1

To: The Governing Board Of Education Of West Contra Costa Unified School District

I Certify That:

- 1. Each employee who may have contact with pupils has been fingerprinted;
- 2. The Department of Justice has provided a report on the criminal background of each employee;
- 3. No employee who may come into contact with pupils has been convicted of a crime as defined in *Education Code section 45122.2*; and
- 4. Attached is a list of the names of each employee who may come in contact with pupils.


Signature

June 2, 2017

Date

Love. Learn. Success.

Company Name

The above must be signed and filed with the awarding body prior to performing any work under this contract

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Love. Learn. Success.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see Instructions) ▶ 501 c (3)	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 211 Ebbetts Pass Road	Requester's name and address (optional)
	City, state, and ZIP code Vallejo, CA 94589	
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.

Social security number									
			-			-			
Employer identification number									
4	6	-	2	4	7	8	8	7	3

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2/17/17**

General Instructions

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

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

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEVEL-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2017

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of this 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 Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay-Marie Garcia		925-210-1717	CONTACT Jay-Marie Garcia NAME: PHONE (A/C, No, Ext): 925-210-1717 FAX (A/C, No): 925-210-1818 E-MAIL ADDRESS: jay@diablovalleyinsurance.com
INSURED Love Learn Success, Inc David Becerra 211 Ebbetts Pass Rd Vallejo, CA 94589		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of Ca INSURER B: Employers Preferred Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # NIAC 10346	

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	2016-49676	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		2016-49676	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EIG225422301	08/07/2016	08/07/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder named below is added as an additional insured under the General Liability Policy but only as their interest may appear as respects to the above named insured's use of premises per forms CG 2011 (04-13) and NIAC-E61 (12-15) attached. Evidencing Worker's Compensation Insurance & NOA & Hired Auto Liability

CERTIFICATE HOLDER

CANCELLATION

WESTC-2 West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801	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 <i>Jay-Marie Garcia</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.