

Purchase Order # 220663



Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Talk Solutions, Inc (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on November 8, 2021 and the parties agree to amend that Agreement as follows.

1. **Services:** (Check and complete ONE of the options below).

CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).

The scope of work is unchanged.

2. **Terms:** (Check and complete ONE of the options below).

The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

The contract term is unchanged.

3. **Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

The rate is amended by an increase of decrease of \$ _____ for _____ type of service

The contract amount is amended by an increase of decrease of \$ 10,000.00 to original contract amount.

The amended contract amount rate is now \$ 50,000

9/8/21 - approval date - PTSA

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD
By: [Signature]
Budget Administrator/Principal

Mt. Diablo USD
By: _____
Superintendent or Designee

Contractor
By: [Signature]

Board Approval (if needed)
Docket Number _____
Agenda Item Number _____

Date: 11/10/21

Date: 11/10/2021

Date: _____

Purchase Requisition # R123685
220663

W-9
JRS

RECEIVED
JUL 21 2021

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

SUPERINTENDENT
MDUSD

RECEIVED
JUL 27 2021

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

PURCHASING
MDUSD

THIS AGREEMENT is made this 16th day of June, 2021, by and between the Mt. Diablo Unified School District (hereinafter "District") and Talk Solutions - Dan Roll (hereinafter "Contractor").

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

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

Not to exceed \$ 40,000.00 for Services.
 The basis of the fee for Services shall be as follows:

a. \$ _____ per hour,	b. \$ _____ per day, or	c. \$ _____ per engagement.
<u>01</u> - <u>0930</u> - <u>1110</u> - <u>1000</u> - <u>09300</u> - <u>000</u> - <u>271</u> - <u>271</u> - <u>5800</u>		\$ <u>20,000.00</u>
<u>01</u> - <u>0000</u> - <u>1110</u> - <u>1000</u> - <u>07010</u> - <u>000</u> - <u>271</u> - <u>271</u> - <u>5800</u>		\$ <u>20,000.00</u>
_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____		\$ _____

BUDGET CODE(S)

Check One:

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

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

3. Term and Termination. This Agreement will become effective on August 12, 2021. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

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

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 **covering CGL** on an "occurrence" basis, including products and completed operations, property **damage**, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a **general aggregate** limit applies, either the **general aggregate** limit shall apply **separately** to this **project/location** or the general **aggregate** limit shall be twice the required **occurrence** limit (with aggregate limit no less than **\$4,000,000**). **EXCEPTION: Contracts** of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any **auto** (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per **accident** for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with **Statutory Limits**, and Employer's **Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Other Coverages When Applicable:**

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

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

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: _____

Other: _____

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

Superintendent or
his designee

General Counsel

- 9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail,

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

DISTRICT

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

CONTRACTOR

Bus. Name: Talk Solutions
Attn: Dan Roll
Address: 6690 Pine Needle Drive
Oakland, CA 94611
Phone: 510-760-1213
Fax: _____
Email: dan@talksolutions.org
Tax ID #: 46-1002897

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 14. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 15. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: Teresa McCormick 6/21/21
Signature of Principal/Budget Administrator Date

Title: Teresa McCormick, Principal
Print Name and Title

Talk Solutions

Name of Company/Organization or Independent Contractor/Consultant

By: Dan Roll 6/21/21
Signature of Contractor/Consultant Date

Title: Dan Roll, Founder
Print Name and Title

Purchase Requisition # R123685

Authorized and Approved by:

[Signature] 6/23/21
Superintendent/Designee Date

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

[Signature] 6/16/21
Originator's Signature Date

Carol Sprecher, Office Manager

Print Name of Originator and Title

Pleasant Hill Middle School #271

Site/Department Originating this Contract

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

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

EXHIBIT "A"

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

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

Mr. Roll will continue to **provide** student support services to all grades with an **emphasis** on 6th grade students. Mr. Roll spends at least 25% of his time with our Compass (CEP/SEEC) **students**. His ability to support and outreach to the large percentage of SpEd population on our site **provides** a scaffolding that is **tantamount** to those students' achievement. In addition to direct support to students, this contract **includes** non-student office time for Mr. Roll to design, plan, implement **strategies** and **collaborate** on PBIS. Through distant learning, Mr. Roll **provides** a **constant contact** for families in need of assistance with struggling students, communication intervention, positive phone calls/texts/videos. Regular school year support **services** will include:

- *Supervision of **students** during passing, brunch and lunch
- *In class **workshops/lessons**
- *Kindness **Recognition Program**
- ***Lunch time activities**
- *Leading **students** in conflict resolution **strategies**
- ***Situational/urgent conflict** resolutions
- ***Small group support** with an **emphasis** on positive behaviors that reflect Pleasant Hill Middle School.

Payment schedule:

- September 1, 2021
- October 1, 2021
- November 1, 2021
- December 1, 2021
- January 1, 2022
- February 1, 2022
- March 1, 2022
- April 1, 2022
- May 1, 2022
- June 1, 2022

Total: \$40,000.00

Budget Codes: 01.0930.1110.1000.09300000.271.271.5800 - \$20,000.00 SPSA 1.2
01.0000.1110.1000.07010000.271.271.5800 - \$20,000.00

EXHIBIT "B"

Contractor REQUIRED to Complete

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:	Talk Solutions, Dan Roll
Services to be performed under the Agreement:	Student Support
School(s) and Specific Location(s) where services will be performed:	Pleasant Hill Middle School
Term of Agreement:	August 12, 2021 - June 2, 2022
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input checked="" type="checkbox"/> <p>The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)</p>
2	<input type="checkbox"/> <p>The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)</p>
3	<input type="checkbox"/> <p>The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]</p>

Certification by Contractor

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



 Authorized Contractor Signature
 Dan Roll

 Print Name

6/21/21

 Date

Exhibit D
Social Emotional Learning and Character Development
Pleasant Hill Middle School
Provided by: Talk Solutions

In class discussions/lessons – Delivered with 6th grade teachers during their core classes. The following topics covered with all 6th grade students:

- What it means to be a Pleasant Hill Middle student
- Being kind, being helpful, and working hard
- Communication/The “I” Message and Effective Apology
- Bullying in middle school
- Resolving conflict

Printed materials – distributed posters outlining material covered to each 6th grade core classroom. Kindness and Helpfulness project – each 6th grade student identified another PHMS 6th grader who could use their kindness or help. Criteria may include (but not limited to):

- Students who they saw being picked on or bullied on an ongoing basis
- Individuals who had few (if any) friends or were isolated or alone often
- Individuals who were dealing with something difficult in or outside of school

Students assigned the project came up with ways they could be kind or supportive to the chosen individuals and we discussed, in the classroom, how the project had gone and what they felt their impact of helpfulness had been.

Kindness recognition lunches – Held a series of 6th grade kindness nominations where the teachers or the students from each 6th grade class picked a student who they felt was kind or helpful in an outstanding way. Those students were honored at a lunch and with their names on an on-campus poster.

Small group support – Worked with students in small groups who had most frequently been:

- Bullied or teased
- Bullying or teasing others
- Involved in a conflict or misunderstanding
- Disrupting class time
- Having trouble academically (with focus or classroom dynamics)
- Dealing with social or emotional issues either at or outside of school

These small group meetings helped students who were struggling to use real life situations to practice some of the tools and skills that we had worked on in the classroom as well as establishing goals, practicing thoughtful problem solving and turning negative situations around.

Teaching, Implementing and Reinforcing School Climate Expectations --Ideas that involve both Staff and All Students

1. 5-10 minute video that can be shown in the classroom. Video will feature short edited cuts of students and staff discussing what PHMS school climate means to them (what are their **expectations** for how we should conduct ourselves on campus? What is important to them about school climate **and** why?) These short video interviews would be shot in hallways, classrooms, lunchroom, etc. using an iPhone and **edited** together in an iMovie.
2. Make school climate **expectations** more visible – integrate Climate Committee expectations (whether that’s “Be Kind, Be Helpful, Work Hard”, or something else) into as many parts of Pleasant Hill Middle School as **possible**, including (but not limited to) printed materials, office passes, signs, etc.
 - Bright, visually pleasing **posters**
 - Visual prompts for **school** climate **expectations**. What do the words in our school climate **expectations** mean? How do they know when they are being kind or not? How do you **work hard** when something is truly difficult?
3. Ongoing **classroom** dialog – Class meetings/discussions/projects based around school climate.
 - School climate artwork that can be displayed on campus that is student generated
 - Thought experiment/writing assignment that has to do with aspects of school climate goals
 - Upper grade students spending time with 6th grade classes doing climate related **projects**, games or team building exercises
 - A school-wide **competition** designed to generate artwork for posters
4. More opportunities for **students** to interact with staff with a non-academic focus – possibly during lunch or after school, or even during normally scheduled classes.
 - Classroom swap: teachers swap **classes** or go out and do some kind of fun project with a group of **student** they wouldn’t ordinarily come in **contact** with during the school year.
5. School year climate group – a group of students, staff, and possibly even parents or community members that meets during the **school** year to generate and implement school-climate related goals and plans.