

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

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

THIS AGREEMENT is made this 1st day of July 2015, by and between the Mt. Diablo Unified School District (hereinafter "District") and Talk Solutions (hereinafter "Contractor").

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

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

Not to exceed \$ <u>40,000.00</u> for Services	<u>271</u> - <u>0930</u> - <u>10</u> - <u>5800</u>	\$ <u>40,000.00</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ _____
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ _____ per engagement.		

**BUDGET CODE(S)**

Check One:

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

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

3. Term and Termination. This Agreement will become effective on August 1, 2015. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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 C prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: **\$1,000,000** per occurrence.

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

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

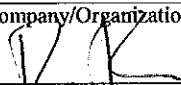
- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Talk Solutions

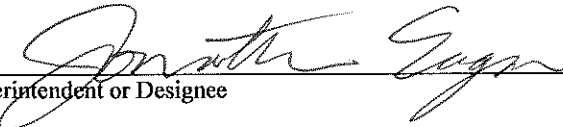
By:   
 Signature of Principal/Budget Administrator Date

Name of Company/Organization or Independent Contractor/Consultant  
 By:  6/29/15  
 Signature of Contractor/Consultant Date

Title: Terry McCormick, Principal  
Print Name and Title

Title: Dan Roll, Founder  
Print Name and Title

Authorized and Approved by:

 7/31/15  
 Superintendent or Designee Date

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

Originator's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Mary Irwin, Sr. School Office Manager  
 Print Name of Originator and Title

Pleasant Hill Middle School  
Site/Department Originating this Contract

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

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

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

Purchase Requisition # R87332

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

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Talk Solutions

By: *Terry McCormick*  
Signature of Principal/Budget Administrator Date 7/15/14

Name of Company/Organization or Independent Contractor/Consultant  
By: *Dan Roll* 6/29/15  
Signature of Contractor/Consultant Date

Title: Terry McCormick, Principal  
Print Name and Title

Title: Dan Roll, Founder  
Print Name and Title

Authorized and Approved by:

\_\_\_\_\_  
Superintendent or Designee Date

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

*Mary Irwin* 6/29/15  
Originator's Signature Date

Pleasant Hill Middle School  
Site/Department Originating this Contract

Mary Irwin, Sr. School Office Manager  
Print Name of Originator and Title

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

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

Distribution  
original: Fiscal Services for payment  
copy: Contractor  
copy: Originator/Budget Administrator

Purchase Requisition # R 87332

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

**Additional Insured Status**

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

**Primary Coverage**

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

**Notice of Cancellation**

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

**INSURANCE REQUIREMENTS**

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: \_\_\_\_\_

Other: \_\_\_\_\_

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

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

CONTRACTOR

Name: Talk Solutions  
Attn: Dan Roll  
Address: 6690 Pine Needle Drive  
Oakland, Ca 94611  
Phone: 510-760-1213  
Fax: \_\_\_\_\_  
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

## EXHIBIT B

### *Contractor REQUIRED to Complete*

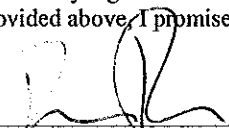

## CRIMINAL BACKGROUND CHECK CERTIFICATION

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

Name of Independent Consultant/Contractor:		Talk Solutions - Dan Roll
Services to be performed under the Agreement:		Student Support
Schools/Locations where services will be performed:		Pleasant Hill Middle School
Total amount to be paid by the District under this Agreement:		\$ 40,000.00
Term of Agreement:		August 1, 2015 - June 10, 2016
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1		I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

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

 _____ Independent Contractor/Consultant Signature	 _____ Superintendent or Designee's Signature
Dan Roll _____ Print Name	Jonathan Eagan _____ Print Name
6/29/15 _____ Date	7/31/15 _____ Date
Independent Contractor/Consultant	

## 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

Mr. Roll will continue to provide student support services to all grades with an emphasis on 6th grade students.

Support services will include:

- 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 Schools Citizenship standards

Please refer to Exhibit D for additional details on Talk Solutions services for Pleasant Hill Middle School.

Payment Schedule:

October 10, 2015 - \$4000.00

November 10, 2015 - \$4000.00

December 10, 2015 - \$4000.00

January 10, 2016 - \$4000.00

February 10, 2016 - \$4000.00

March 10, 2016 - \$4000.00

April 10, 2016 - \$4000.00

May 10, 2016 - \$4000.00

June 10, 2016 - \$4000.00

July 10, 2016 - \$4000.00

Total: \$40,000.00

# Exhibit D

## Social Emotional Learning and Character Development Pleasant Hill Middle School

Provided by: Talk Solutions

**In class discussions/lessons** -- Delivered with 6<sup>th</sup> grade teachers during their core classes. The following topics were covered with all 6<sup>th</sup> grade students:

- What it means to be a pleasant hill middle school student
- Being kind, being helpful and working hard
- Communication/ The "I" Message and Effective Apology
- Bullying in Middle School
- Resolving a Conflict

**Printed materials** -- distributed posters outlining material covered to each 6<sup>th</sup> grade core classroom.

**Kindness and Helpfulness project** -- each 6<sup>th</sup> grade student identified another PHMS 6<sup>th</sup> 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 classrooms how the project had gone and what they felt their impact of helpfulness had been.

**Kindness recognition lunches** -- Held a series of 6<sup>th</sup> grade kindness nominations where the teachers or the students from each 6<sup>th</sup> grade class picked a student that 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 a district provided MSW intern with students in small groups who had most frequently been:

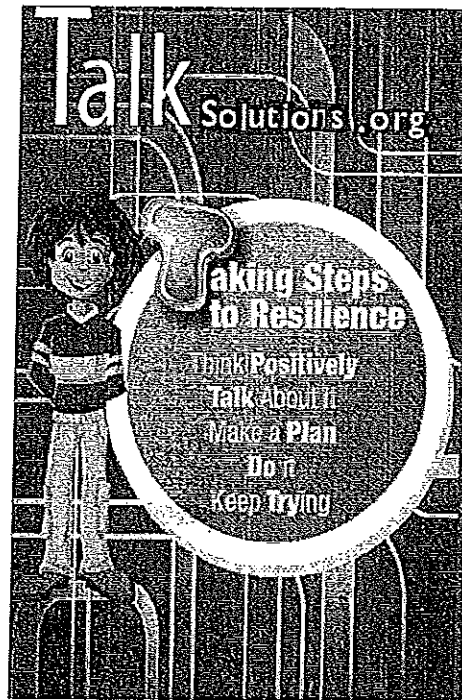
- Bullied or teased
- Bullying or teasing others
- Involved in a conflict or misunderstanding
- Disrupting class time
- Having trouble academically (with focus or classroom dynamics)
- Dealing with social or emotional issues either at or outside of school

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 class room, 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 Students

1. 5-10 min. 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, gym, and lunchroom etc. using Iphone and edited together in 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.
  - 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?Examples:



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 6<sup>th</sup> 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 afterschool, 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 students 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 school year to generate and implement school-climate related goals and plans.

# PHMS – Student Support Pyramid

## Tier 1: Core Program- (All students have access)

### Academic

- Standards-Based Instruction
- Grade Level Common Expectations
- Best Practices
- After School Open Lab
- Thursday School
- Attendance Monitoring – Tardy Matrix

### Behavior

- Positive Behavior Rewards
- -Quarterly Citizenship Activities, Student of the Month, High 5 drawing
- Conflict Mediation & Communication Skills- Talk Solutions
- -Minor conflicts, student generated, non-urgent
- -Social skills presentation, situational/urgent conflicts.
- Restricted Behavior Classroom
- Friday School

### Universal Screening

Led by Leadership Team

- IReady
- GATE
- 5<sup>th</sup> grade feeder info
- Teacher Input
- IEP placement info
- Section 504 plan

## Tier 2: Supplemental Program

### Intervention/Support Classes

- Academic Literacy
- Reading Success
- Academic Success
- AIMS –Math Support
- TM classes
- RS/SDC Collaborative classes
- Winter Parent Conferences
- SART – Attendance Contract

### Counselor

- Academic and Attendance monitoring
- Groups, counseling
- FYS/HOPE interns
- Mid-range issues, FYS/HOPE/Gen Ed counseling, Group Counseling
- JFK Intern
- Counseling

## Tier 3: Intensive Program

### School Psych Works w/Admin.

- IEP's and Assessments
- SPED counseling
- Most critical, ongoing safety concerns
- SDC –Seneca/MHC
- SARB referral

Certain Access: Tier 1 to Tier 2  
Led by Teacher Teams and Admin.

- Gradel Level Teams
- Care Team Referrals
- SST Meetings
- Section 504 Meetings

Certain Access: Tier 2 to Tier 3  
Led by Admin

- IEP – Triage Referrals

# PLEASANT HILL MIDDLE SCHOOL SITE COUNCIL MEETING

Minutes – Tuesday, January 27, 2015

3:00 pm

Conference Room 501

## **Attendees:**

PHMS Teachers/Staff: Rebecca Clark, Nancy Alexander, Mundy Viar, Jeff Eide, Terry McCormick, and Mary Irwin

Student representatives: Leo Shea, Matalo Rodriguez and Juliana Dewes

Parent representatives: Cindy Turner and Lynn Valdez.

Terry McCormick, PHMS Principal, called the Site Council meeting to order at 3:00 p.m.

## **Introductions**

Terry McCormick welcomed our new members and made introductions

## **DLAC/ELAC**

Terry reported that Veronica Picazo and Carla Solari have made multiple attempts to outreach to families with very little turnout. On Friday, February 20<sup>th</sup> at 8:15 the office has scheduled a Friday Family Gathering as another attempt to bring families/community members on campus. The focus will be on the recent changes in education (common core, technology integration, and funding controls). In addition we would hope to hear from participants on what they think is working and what isn't working. We are looking forward to a nice turnout!

## **Technology Plan Update:**

Terry reported on the Measure C Enhancement Project and what the district has outlined as technology purchasing priorities. Pleasant Hill Middle School is in Group II with implementation in 2015/2016. Several staff members, including Jeff Eide, have been instrumental in gathering data (via a survey) and conducting a room to room inventory on what our teachers currently have in their classrooms, and then making recommendations to be included in the Technology Plan. Currently our COW's (computers on wheels) and both labs are in high demand. Some options we are currently discussing are purchasing Chrome Books (for intervention classes) additional COWs, and/or a class set of lap tops to permanently have in room 701.

## **Budget**

Ms. McCormick distributed copies of the Budget for review. The review of LCFF (Program 0930) consisted of a line by line analysis of monies allocated to specific items. Ms. McCormick explained that the budget is a living document and there is some flexibility in moving monies from one item to another if the school/student/staff needs change. This budget will be reviewed on an on-going basis and this committee can continue to make recommendations. Becky Clark moved to accept Budget 0930 as presented and Jeff Eide seconded. The motion passed 11-0.

Meeting adjourned at 4:10 pm.

**GOAL 2:** All students, parents, and community members will have access to meaningful opportunities to participate in the growth and sustaining of a culturally competent, safe, and engaging school. Pleasant Hill Middle School attendance as of the 1st month was 97.23% and the 7th month was 96.23%. Administration will continue to monitor and reward positive attendance through the SART/SARB process as well as the Care team and quarterly recognition.

- Related State and/or Local Priorities:**  
 3 X Parental Involvement  
 4 X Pupil Achievement  
 5 X Pupil Engagement  
 6 X School Climate  
 8 X Other Pupil Outcomes
- Local (Specify):** Engage parents and the community. High quality and culturally proficient staff that is responsive and respectful.

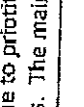
**Identified Need :** Over the last 4 years, Pleasant Hill Middle School has experienced changing demographics and an increase in diversity. We embrace this and continue to look at meaningful ways for all of our families to engage that build on their strengths and interests. We acknowledge that many middle school students have challenges beyond the school setting that hinders academic achievement and we continue to look at additional ways to support our students and families.

**Goal Applies to:** Grade/Department/Other: Grade 6 - 8  
 All Departments and Grade Levels

**Applicable Pupil Subgroups:** All students  
 Low income pupils  
 English Learners and Redesignated English Proficient  
 Foster Youth  
 Homeless Youth

SPSA Year : 2015-2016

**Expected Annual Measurable Outcomes:** Multi-cultural events to bring in more parents. Students will have meaningful opportunities to engage in the learning through increased amounts of multicultural and culturally competent classroom materials. Quarterly parent "Family Friendly Fridays". Noticeable increase in Spanish speaking families coming into the office. Increased numbers served through our Grade Level meetings and Care Team.

Actions/Services	Pupils to be Served	Description	Object	Function	Funding Source	Amount
2.1 Parental Involvement We continue to prioritize outreach and support of our families. The main focus of our Community	X All Students X Low Income Pupils X English Learners	Community School Coordinator	2000-2999: Classified Personnel Salaries	Targeted Supplemental (0930)	23,000	

<p>School Coordinator is to engage families and be responsive to their needs as they visit the office. Our partnership with the Seneca program provides family support for those special education students in the MHC program.</p>	<p>X Redesignated Fluent English Proficient</p>	<p>Parent education and outreach.</p> <p>5000-5999: Services And Other Operating Expenditures</p> <p>5900: Communication</p>	<p>Base Intentional Carryover (0301, 0701, 0801) 100</p> <p>Base Intentional Carryover (0301, 0701, 0801) 500</p>
<p>2.2 Pupil Engagement Many of our students need additional supports to be able to access the academic program. We have a very strong Care Team that meets weekly and has a broad range of participants that create packages of support. Grade level teams meet monthly to discuss among other things, students of concern and to then create an intervention plan that may include a parent meeting, Care referral, schedule change, or mentoring role. We work closely with the CWA's and the HOPE program to support for Homeless families to provide transportation and counseling. Our Special Education students receive counseling and behavioral support through our school psychologist, and Seneca provided staff. Additionally, we are increasing the representation of all of our students diversity in classroom materials that include novels, music, and art.</p>	<p>X All Students X Low Income Pupils X Foster Youth</p>	<p>Materials</p> <p>4000-4999: Books And Supplies</p> <p>5800 Professional/Consulting Services and Operating Expenditures</p> <p>5800 Professional/Consulting Services and Operating Expenditures</p> <p>Counseling Interns</p>	<p>Targeted Supplemental Intentional Carryover (0930) 1,000</p> <p>Targeted Supplemental Intentional Carryover (0930) 40,000</p> <p>Targeted Supplemental (0930) 6,000</p> <p><i>Talk Salutations</i></p>
<p>2.3 School Climate Pleasant Hill Middle School has had a Climate Committee for many years. This committee has a diverse membership and has worked to make our site "a park-like setting". Weekly meetings discuss current issues and generate solutions. Being such a large and open campus, with multiple programs, supervision is critical to the safety of all. A goal of our student Leadership class will be community building within and beyond the school site. A WEB mentoring program will be developed and student ownership of the school will increase.</p>	<p>X All Students</p>	<p>Campus and lunch supervision</p> <p>2000 - 2999 Classified Personnel Salaries (Includes 3000-3999 Benefits)</p>	<p>Base (0301, 0701, 0801) 25,000</p>

**SPSA Year : 2016-2017**

**Expected Annual Measurable Outcomes:** Multi-cultural events to bring in more parents. Classrooms will have increased opportunities for students to engage in the learning.

<b>Actions/Services</b>	<b>Pupils to be Served</b>	<b>Description</b>	<b>Object</b>	<b>Function</b>	<b>Funding Source</b>	<b>Amount</b>
2.1 Parental Involvement	X All Students					
2.2 Pupil Engagement	X All Students					
2.3 School Climate						

**SPSA Year :**

**Expected Annual Measurable Outcomes:** Multi-cultural events to bring in more parents. Classrooms will have increased opportunities for students to engage in the learning.

<b>Actions/Services</b>	<b>Pupils to be Served</b>	<b>Description</b>	<b>Object</b>	<b>Function</b>	<b>Funding Source</b>	<b>Amount</b>
2.1 Parental Involvement	X All Students					
2.2 Pupil Engagement						
2.3 School Climate	X All Students					
2.11 See section 3A.						



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2015

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

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

<b>PRODUCER</b> UIB Insurance Brokerage Services, Inc 1212 Broadway Suite 702 Oakland CA 94612		<b>CONTACT NAME:</b> David Forsyth <b>PHONE (A/C No, Ext):</b> (510) 927-2102 <b>E-MAIL ADDRESS:</b> dforsyth@uibinc.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Talk Solutions Inc. 6690 Pine Needle Dr Oakland CA 94611		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SENTINEL INS CO LTD <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 11000	

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input 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		57SBABD4771	08/17/2015	08/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)  
Mt. Diablo Unified School District is named as additional insured with respects to the contract with Talk Solutions.

<b>CERTIFICATE HOLDER</b> Mt. Diablo Unified School District Maintenance and Operations Dept. 1480 Gasoline Alley Concord CA 94520	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

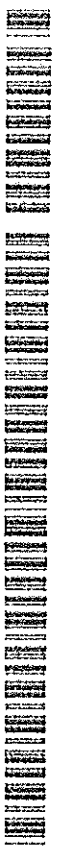
- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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



The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

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

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**



- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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