

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, 2019, by and between the Mt. Diablo Unified School District (hereinafter "District") and Santa Clara County Office of Education (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 \$ 101,000.00 for Services.

The basis of the fee for Services shall be as follows:

a. \$ _____ per hour, b. \$ _____ per day, or c. \$ 101,000.00 per engagement.

01 0930 0000 2100 09300 000 538 004 5800 \$ 101,000.00

_____ \$ _____

_____ \$ _____

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 _____ . This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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. **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.

Purchase Requisition # R 115640

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 or
his/her 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. 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: Santa Clara County Office of Education
Attn: DR. Mary Ann Dwan
Address: 1290 Ridder Park Drive
San Jose, CA 95121
Phone: 408-453-6706
Fax: 408-453-3668
Tax ID #: 77-0272168

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

Purchase Requisition # R 115640

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

Santa Clara County Office of Education
Name of Company/Organization or Independent Contractor/Consultant

By: J. Melgoza
Signature of Principal/Budget Administrator Date

By: Mary Ann Dewan 9/19/19
Signature of Contractor/Consultant Date

Title: Jorge Melgoza, Equity Administrator
Print Name and Title

Title: DR. Mary Ann Dewan, Superintendent of Schools
Print Name and Title

Authorized and Approved by:

J. Melgoza 9/11/19
Superintendent of his/her Designee Date

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

J. Melgoza
Originator's Signature Date
Jorge Melgoza, Equity Administrator
Print Name of Originator and Title

Equity Office
Site/Department Originating this Contract

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

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

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**

SCCOE/Safe and Healthy Schools PBIS TAC will provide:

Positive Behavioral Interventions and Support (PBIS) is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors.

1. Year 1 Trainings Coaching and Consultations - Equity Team Training (10) school sites
 - Coaching and Consultation of Positive Behavioral Interventions and Support (PBIS) Year 1 Training, defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors.
2. Year 2 Trainings - SCCOE Training (16) school sites.
 - Tier 1 - Team Initiated Problem Solving (TIPS) and Tier 2 Readiness.
TIPS Meeting Foundations
Tier 2 Readiness and Tier 2 PBIS assessment
PBIS Classroom Systems
TIPS Data Drill Down and Problem Solving
 - Tier 2 - Secondary PBIS Team Training
Check In Check Out (CICO) Foundations
CICO Implementation and handbook, Tier 2 data systems
3. Year 3 Trainings - SCCOE Training (7) school sites
 - Tier 2 - Data Teaming Training
Using School-Wide Information Systems (SWIS) and SWIS-CICO in data-based decision making, problem solving, and progress monitoring for group and individual student interventions and supports.
 - Tier 3 - Tertiary PBIS Team Training on the continuum of Tier 2 and Tier 3 interventions and Function Based Support Approach

PBIS Coaches Network consisting of four networking workshop sessions per year to build local capacity within districts for successful PBIS implementation.

District Leadership Team Training is held annually and assists district leadership

Access to PBIS Evaluations will be provided to the district.

Technical assistance providing coaching and building district capacity in order to sustain PBIS implementation and efforts.

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:		Santa Clara County Office of Education
Services to be performed under the Agreement:		As stated in the MOU dated 7/1/2019
Schools/Locations where services will be performed:		Willow Creek Center
Total amount to be paid by the District under this Agreement:		\$ 101,000.00
Term of Agreement:		As stated in the MOU dated 7/1/2019
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

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



 Independent Contractor/Consultant Signature

Dr. Mary Ann Dewan, Superintendent of Schools

Print Name _____ Date _____
 Independent Contractor/Consultant

 9/11/19

 Superintendent or his/her Designee's Signature

Jennifer Sachs, Executive Director

Print Name _____ Date _____
 Superintendent or his/her Designee

GL1-6052	AI	CERTIFICATE OF COVERAGE	06/26/2019
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	<p>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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> <p>COVERAGE AFFORDED A - CSAC Excess Insurance Authority</p>
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<p>Member: SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA) 2180 HARVARD ST SUITE 460 SACRAMENTO, CA 95815</p>	<p>COVERAGE AFFORDED B</p> <p>COVERAGE AFFORDED C</p> <p>COVERAGE AFFORDED D</p>
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Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	EIA PE 19 EL-80	07/01/2019	07/01/2020	\$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS MEMORANDUM OF UNDERSTANDING BETWEEN SANTA CLARA COUNTY OFFICE OF EDUCATION AND MT. DIABLO UNIFIED SCHOOL DISTRICT FOR POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORT (PBIS) TRAINING.

MT. DIABLO UNIFIED SCHOOL DISTRICT, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

SANTA CLARA COUNTY OFFICE OF EDUCATION IS A MEMBER OF SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA)

<p>Certificate Holder</p> <p>MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR CONCORD, CA 94519</p>	<p>Cancellation</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p style="text-align: center;">CSAC EXCESS INSURANCE AUTHORITY</p>
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ENDORSEMENT NO. U-1
CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY 1
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: EIA 19 EL-00

Issued to: ALL MEMBERS

Issue Date: June 28, 2019



Authorized Representative
CSAC Excess Insurance Authority

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-6051	CO	CERTIFICATE OF COVERAGE	06/26/2019
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	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 BELOW. THIS CERTIFICATE OF COVERAGE 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 and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
	COVERAGE AFFORDED A - CSAC Excess Insurance Authority


<p>Member: SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA) 2180 HARVARD ST SUITE 460 SACRAMENTO, CA 95815</p>	COVERAGE AFFORDED B
	COVERAGE AFFORDED C
	COVERAGE AFFORDED D

Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	EIA PE 19 EL-80	07/01/2019	07/01/2020	\$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS COVERAGE INCLUDES ERRORS & OMISSIONS.

SANTA CLARA COUNTY OFFICE OF EDUCATION IS A MEMBER OF SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA)

<p>Certificate Holder MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR CONCORD, CA 94519</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY</p>