

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 13th day of April, by and between the Mt. Diablo Unified School District (hereinafter "District") and Angela Barra (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 \$ 15,000.00 for Services 010 - 3083 - 10 - 5800 \$ 15,000.00

The basis of the fee for Services shall be as follow _____ - _____ - _____ - _____ \$ _____

- a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____
- b. \$ 1,000.00 per day, or BUDGET CODE(S)
- c. \$ _____ per engagement.

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 May 5, 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 ____ 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 # _____

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: Angela Barra
 Attn: _____
 Address: 2143 Rose St.
Berkeley, CA 94709
 Phone: 510-549-9112
 Fax: 510-845-8722
 Tax ID #: 559-20-5334

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 # _____

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

Angela Barra
Name of Company/Organization or Independent Contractor/Consultant

By: Lynn Carlisle 4-13-15
Signature of Principal/Budget Administrator Date

By: Angela Barra 4/13/15
Signature of Contractor/Consultant Date

Title: Lynn Carlisle SIG Admin
Print Name and Title

Title: Angela Barra / Educational Consultant
Print Name and Title

Authorized and Approved by:

Rose [Signature] 4/16/15
Superintendent or Designee Date

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

Lynn Carlisle 4-17-15
Originator's Signature Date

Oak Grove 4, SIG District
Site/Department Originating this Contract

Lynn Carlisle, SIG Administrator
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

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**

Provide professional development and coaching for teachers in the area of literacy development. Areas of focus will include: Comprehension, intervention, decoding, word analysis, academic vocabulary, complex text, writing.

Services are aligned with the Common Core standards.

Service will occur between May 5th and June 30th, 2015.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/15

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

PRODUCER	Khoe & Associates 328 15th St Oakland CA 94612 Phone: 510-465-3993 Fax: 510-580-9470	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: THE HARTFORD INSURANCE	
INSURED	ANGELA BARRA 2143 ROSE ST BERKELEY CA 94709	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	57SBMBF6588	9/03/14	9/03/15	EACH OCCURRENCE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PERSONAL & ADV INJURY	\$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$					GENERAL AGGREGATE	\$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PRODUCTS - COMP/OP AGG	\$ 4,000,000
						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
						PER STATUTE	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 RESPECT TO CONTRACTOR FOR SERVICES (MANAGEMENT CONSULTANT)

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER	CANCELLATION
MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR. CONCORD, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 57SBMBF6588

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

<p>Name Of Person Or Organization (Additional Insured):</p> <p>MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DR. CONCORD, CA 94519</p>

Who Is An Insured In Section II – The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

Financial Indemnity Company
 Administrative Offices Located At:
 8360 LBJ Freeway, Suite 400
 Dallas, TX 75243

Financial Indemnity Company
 A part of Kemper Specialty

Mail Correspondence To:
 PO BOX 223687
 Dallas, TX 75222-3687

**California Commercial Vehicle Policy
 Renewal Declaration Page**

Summary

Named Insured(s)
 ANGELA BARRA
 2143 ROSE ST
 BERKELEY CA 94709

Your Agent/Broker
 ALIVE INSURANCE SERVICES INC
 6328 FAIRMOUNT AVE STE 230
 EL CERRITO CA 94530
 510-524-3200

Policy Number	Renewal of Policy Number	Policy Period
CCFICR1625889-01	CCFICR1625889-00	From 11/07/2014 to 11/07/2015 12:01 a.m. standard time at the address of the named insured as stated herein.

Policy, Endorsements, and Amendments Attached to Policy

- ABRTS (07/13) Auto Body Repair Consumer Bill Of Rights
- CA-500 (04/12) Rental Reimbursement Endorsement
- CA-650 (04/12) Policy Amendatory Endorsement
- CA-9 (04/12) Amendatory Endorsement - Termination Provision

CA-999 (04/12) Policy Amendatory Endorsement *

*This form provides you with information explaining additional fees that may apply. Please read it carefully!

- U-642 (10/03) Designated Insured Endorsement
- U-647 (06/95) Individual Named Insured
- U-672 (04/12) California Commercial Auto Policy
- U-784 (07/03) Exclusion of Certified Act of Terrorism

Total Premium and Fees

Premium for all Vehicles (See Total Coverage Premium)	\$1,114.00
Policy Fee	\$35.00
Additional Insured Fee	\$25.00
Vehicle Assessment Fee	\$1.75

Discount(s)/Surcharge(s) Applied To This Policy

General Lib or Business Owner Policy Paid In Full 12 Month Term

Total for this Policy Term **\$1,175.75**

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in your policy documents.

Declarations Print Date: 10/20/2014

****Important:**

The Limits shown in this Declaration for Part I - Liability Coverage, Part III - Uninsured Motorist and Underinsured Motorist Coverage, may be subject to reduction to the Minimum Financial Responsibility Limits specified by your state of \$15,000 per person, \$30,000 per accident and \$ 5,000 for property damage for any losses involving a user of any vehicle, which qualifies as an insured vehicle in this Declaration and in other provisions of your policy, who is not listed on this Declaration as a driver.

Policy Number: CCFICR1625888-01 Your Agent/Broker: ALIVE INSURANCE SERVICES INC
 Policy Effective Date: 11/07/2014 610-524-3200

Coverage is only provided where a limit of liability and a premium are shown for the coverage.

Coverage	Limits	Premium
Part I - Liability Coverage**		
Combined Single Limit (LIAB)	\$1,000,000 Each Accident	\$653
Part II - Medical Payments/Personal Injury Protection		
Medical Payments (MED)	\$5,000 Each Person	\$15
Part III - Uninsured/Underinsured Motorist Coverage**		
Bodily Injury (UMBI)	\$1,000,000 Each Person	\$134
	\$1,000,000 Each Accident	
PROPERTY DAMAGE (UMPD)	See Schedule Each Accident	\$13
Part IV - Coverage For Damage to Your Auto		
Other Than Collision (OTC)	See Schedule	Deductible Applies \$81
Collision (COL)	See Schedule	Deductible Applies \$170
Part V - Waiver of Collision Deductible (with limits the same as Part III - Property Damage) (CDW)		
ADDITIONAL COVERAGE(S)		
Rental Coverage (RR)	up to \$30 per day to maximum of \$900	\$48
Total Coverage Premium		\$1,114

****Important:**

The Limits shown in this Declaration for **Part I - Liability Coverage, Part III - Uninsured Motorist and Underinsured Motorist Coverage**, may be subject to reduction to the **Minimum Financial Responsibility Limits** specified by your state of \$15,000 per person, \$30,000 per accident and \$ 5,000 for property damage for any losses involving a user of any vehicle, which qualifies as an insured vehicle in this Declaration and in other provisions of your policy, who is not listed on this Declaration as a driver.

LEGEND: • INC - Included • EXCL - Excluded • NCV - No Coverage • NA - Not Applicable • ACV - Actual Cash Value
 • Y - Yes • N - No • DED - Deductible • SCHED - Schedule • NP - Named Perils

%%SequenceNumber F 2000743CACCFICR1625889-0100000
 Financial Indemnity Company

Policy Number: CCFICR1625889-01 Your Agent/Broker: ALIVE INSURANCE SERVICES INC
 Policy Effective Date: 11/07/2014 610-624-9200

Coverage is only provided where a limit of liability and a premium are shown for the coverage.

SCHEDULE OF VEHICLES COVERED

Veh Num	Garage Zip	Gar Terr	Radius Max	Lien/ Loss Payee	Vehicle Description	VIN	Vehicle Assessment \$	(DEDUCTIBLES)		
								OTC/NP \$	COL \$	UMPD \$
3402	94708	NA	EO	N	2006 TYTA PRIUS	JTDKB20U767073402	2,000	500	500	NA

COVERAGE PREMIUMS

Coverage is provided only for those vehicles where a premium amount is shown for the coverage.

Veh Num	LIAB \$	MED \$	UMBI \$	CDW/ UMPD \$	OTC \$	COL \$	RR \$	UMPD LIMIT \$	TOTAL PREM \$
3402	653	15	134	13	81	170	48	500	1,114

LISTED DRIVER(S)

DRIVER	DRIVER LICENSE NO.	DATE OF BIRTH	FINANCIAL	DRIVER STATUS	VIOLATION/ ACCIDENT POINTS
			RESPONSIBILITY FILING		
ANGELA BARRA	EO311017	06/08/1953	N	INSURED	0

ADDITIONAL INTEREST(S)

TYPE	VEHICLE	NAME/ADDRESS	CITY	STATE	ZIP
Additional Insured	ALL	MT DIABLO UNIFIED SCHOOL DIST 1936 CARLOTTA DR	CONCORD	CA	94519

LEGEND: • INC - Included • EXCL - Excluded • NCV - No Coverage • NA - Not Applicable • ACV - Actual Cash Value
 • Y - Yes • N - No • DED - Deductible • SCHED - Schedule • NP - Named Perils

DESIGNATED INSURED ENDORSEMENT

This endorsement forms a part of Policy No. CCFICR1625889-01 issued to ANGELA BARRA
by the (Name of Insurance Company) Financial Indemnity Company at its Agency
located (city and state) Dallas, Texas and is effective from 11/07/2014 (12:01 a.m. Standard Time).

Name of Person(s) or Organization(s): MT DIABLO UNIFIED SCHOOL DIST

Each person or organization indicated above is an insured for Liability Coverage, but only to the extent that person or organization qualifies as an insured under Part I, Liability of the policy.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits of liability, conditions or exclusions of the policy to which this endorsement is attached, other than as stated above.

This endorsement must be attached to the revision Declarations when issued after the policy is written.