

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 _____ day of _____, by and between the Mt. Diablo Unified School District (hereinafter "District") and _____ (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 \$ _____ for Services _____ - _____ - _____ - _____ \$ _____

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

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

BUDGET CODE(S)

[SEE ATTACHED BUDGET CODES](#)

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.

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: _____
Attn: _____
Address: _____
Phone: _____
Fax: _____
Tax ID #: _____

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

Name of Company/Organization or Independent Contractor/Consultant

By: James C. Wogan 1.6.2016
Signature of Principal/Budget Administrator Date

By: _____
Signature of Contractor/Consultant Date

Title: _____
Print Name and Title

Title: _____
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.

James C. Wogan 1.6.2016
Originator's Signature Date

Site/Department Originating this Contract

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**

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:		
Services to be performed under the Agreement:		
Schools/Locations where services will be performed:		
Total amount to be paid by the District under this Agreement:		\$
Term of Agreement:		
<i>Check the applicable box(es) and fill in any blanks.</i>		
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		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		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

Print Name
Independent Contractor/Consultant

Date

Print Name
Superintendent or Designee's Signature

Date

SERVICES TO BE PERFORMED BY CONTRACTOR

Below is a description of District expectations for JFK University supervisors, coordinators, and trainee(s), referred to below as intern(s).

- JFK Intern(s) will: Learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- JFK Intern(s) will: Learn the school profile, background of student population, and student needs.
- JFK University will: Give each intern an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- JFK Intern(s) Become familiar with school and community-based programs and resources for students and families.
- The type of counseling services provided will be proposed based on the reason for referral and the determination of the intern with his or her school site administrator liaison and the JFK School-based counseling coordinator.
- JFK Intern(s): may help students to develop skills in the following areas: anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- JFK Intern(s) will: Demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- JFK Intern(s) will: Work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- JFK Intern(s) will: Work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054.
- JFK Intern(s) will: Participate in school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When appropriate, JFK Intern(s) will: Assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through established school Coordinated Care Teams.
- In the event that an urgent or emergency circumstance is encountered by a JFK Intern or staff member, (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) he/she will immediately directly contact the principal of the school. Intern(s) /staff will also contact his/her school site administrator and the JFK Intern Coordinator.
- JFK will: Obtain written permission to provide services for any and all student's served.
- JFK will: Request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- JFK will monitor the attendance of the interns and trainees at school sites. If an intern or trainee is absent for more than two (2) days, he/she will make up the days of service or JFK will prorate and reduce the invoice to the school site for each additional day of services not provided.
- Invoices will reflect the total number of days of services provided, and number of students served. Invoices are due no later than December 15, 2016 for payment in January, and May 15, 2016 for payment in June.
- JFK will: Provide a written end-of-year summary form, or end-of-services summary form, for each student served.
- Each day that an intern is at a school site, he/she will complete a daily log reflecting students served, or attempted to be served. Per mutual agreement and compliance with HIPPA, interns will use student initials when completing the Provider Daily Summary Form.
- JFK will provide a mid-year utilization summary including number of students referred for counseling, number of students served, top four reasons for referral for counseling, ethnicity and gender of student population referred for counseling, and information related to the implementation of this contract.
- JFK will provide an end-of-year utilization summary including number of students referred for counseling, number of students who participated in more than three sessions, number of students seen for one session, number of students for whom parental consent for counseling was not obtained, the top four reasons for referral for counseling, ethnicity and gender of student population referred for and participated in counseling, and relevant information related to the delivery of services.
- With parental permission, JFK will identify students in need of ongoing counseling services the following school year. JFK will seek written parental permission to exchange summary information with school site and district personnel involved in the delivery of counseling and other support services. These students will be referred to the School Coordinated Care Team, with consideration for referral to counseling provided by JFK trainees the following school year.
- End-of-year summary information will be provided to the Principal and District Administrators(s) no later than June 20, 2016.
- During breaks from school and summer, students in need of urgent services and support will be referred to appropriate and accessible community resources.
- JFK will inform the Director, Student Services and Administrator, School Linked Services of any concerns reported by district personnel, parents, intern(s), intern supervisor(s) or student(s) related to the delivery of services or quality of services provided.
- JFK and District will track all referrals made to the JFK Counseling Center for individual counseling. Only students referred via Student Services Department will have the expense of counseling covered under our contract, for up to 8 sessions. Additional sessions require prior re-authorization.
- Referrals under the 2015-2016 contract can come from Positive Behavior Team, SARB, Expulsion, or a Student Services Administrator. Referrals will be tracked by the office of School Linked Services.
- Only students referred to JFK Counseling Center and verified via the office of School Linked Services will be funded under this contract.
- There is no charge for family therapy, for families who access the JFK Family Resiliency Program (FRP). FRP services are free to clients and the school district.
- JFK will: Maintain timely and accurate records.
- JFK will: Maintain student and family confidentiality.
- JFK will: Follow professional and ethical guidelines, District policies and procedures, and State and Federal law.

Below is a description of JFK expectations for school sites served.

In this document the term trainee refers to a therapist/counselor who is currently enrolled in a Master's or Doctorate program in a field related to counseling psychology. The term intern refers to a therapist who has graduated from a Master's or Doctorate program in a field related to counseling psychology.

1. The school will provide the JFKU trainee/intern with a Point of Contact that they can refer to for questions and in case of emergency. The point of contact will also be available to the SBP staff in order to ensure needs for both the school and JFKUCCC SBP are being met.
2. The school will provide the JFKUCCC trainee/intern with a room that will be uninterrupted while a client is in session to protect client confidentiality. The school will inform JFKU of the days of the week they will have room on campus for trainees/interns to conduct therapy.
3. The school will *work to* provide each JFKUCCC trainee/intern who is on campus one day per week with a minimum caseload of 5 clients and each JFKU student who is on campus two days per week a minimum caseload of 10 clients. (Maximum number of clients a trainee/intern is allowed to see is to be negotiated between the school's Point of Contact and the JFKUCCC trainee/intern. Caseloads are dependent on trainee/interns status and amount of supervision).
4. The school will provide JFKUCCC trainees/interns with a referral form for each student referred to therapy. The referral form can be the school's CARE Team form, or any other referral form the school uses. If the school does not have their own, they can use the JFKUCCC referral Form.
5. The school Point of Contacts will complete a mid and end-of-year evaluation of the SBP.
6. Introduction meetings between JFKUCCC trainees/interns and students (clients) are permissible to meet students; these are not considered counseling appointments.
7. JFKUCCC trainees/interns will attend at least one school wide or district wide activity. This includes but is not limited to back to school night, an expulsion hearing, school board meeting, etc.
8. JFKUCCC trainees will only be permitted to provide therapy to students (clients) under the age of 18 after they have obtained written parental/guardian or minor consent to treatment.