

Purchase Requisition # R95563

PO 105406

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OCT 18 2016

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

On File  
Attached W-9  
attached Insurance

THIS AGREEMENT is made this 17<sup>th</sup> day of October, 2016, by and between the Mt. Diablo Unified School District (hereinafter "District") and Trudie Giordano (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.

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

Not to exceed \$70,000 for Services	<u>549-7988 -39-5800</u>	<u>\$4,000.00</u>
	<u>549-7969-39-5800</u>	<u>\$66,000.00</u>

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

a. \$10,000 per month	<u>549-7988-39-5800</u>	<u>\$4,000.00</u>
	<u>549-7969-39-5800</u>	<u>\$66,000.00</u>
	BUDGET CODE(S)	

Partial Payments: District shall make a payment on the last day of each month, or on the last day of the Agreement. Payments may be pro-rated based on number of days worked in a month to cover the portion of the month during which the Contractor performed services.

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 November 4, 2016. This Agreement will terminate on June 30, 2017.

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 based on a material breach 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

Purchase Requisition # \_\_\_\_\_

for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance.

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. Contractor shall provide the certification document attached hereto as Exhibit B 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. Failure to observe such rules, policies, and/or regulations may be deemed to be a material breach of this Agreement to be determined by the District.
7. 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 Adult Education  
Attn: Vittoria Abbate  
1266 San Carlos Avenue  
Concord, CA 94518

CONTRACTOR

Trudie Giordano  
927 Mossbridge Ct.  
Pleasant Hill, CA 94523

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



8. 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.
9. 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.
10. 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.
11. Severability. If any provision of this Agreement is found to be illegal or unenforceable, all other provisions shall remain in full force and effect.

Purchase Requisition # \_\_\_\_\_

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT      TRUDIE GIORDANO

By:  17th October, 2016      By:  10/17/16  
Signature of Administrator      Date      Signature      Date


Title: G. Vittoria Abbate, Director      Title: Trudie Giordano, Consortium manager  
Print Name and Title      College & Career and Adult Education      Trudie Giordano

Authorized and Approved by:

 10-26-16  
Superintendent or Designee      Date

*Approved as to form  
Lawrence S. Drake  
10/25/16*

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

 17th October, 2016

Originator's Signature      Date      Site/Department Originating this Contract

G. Vittoria Abbate, Director, College & Career and Adult Education  
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 TO INDEPENDENT CONTRACTOR AGREEMENT  
Adult Education Block Grant (AEBG) Contra Costa County Consortium  
Consortium Manager**

The Consortium Manager will be an Independent Contractor under Agreement with the Mt. Diablo Unified School District and shall work closely with the Contra Costa County Adult Education Block Grant (AEBG) Consortium Steering Committee (CCC AEBG Consortium). Mt. Diablo Unified School District is a member of the CCC AEBG Consortium, and its Director of College and Career, and Adult Education will provide the primary point of contact between the Consortium Manager and the District. The Consortium Manager is to provide the following professional services:

- Plan, schedule, notice, procure locations, arrange catering, create agendas for and facilitate all Steering Committee regional meetings as well as to assist as needed, in the planning and facilitation of sub-regional meetings.
- As directed by the Steering Committee, responsible for ongoing Consortium planning, development, implementation and evaluation of programs and services based on goals, objectives and priorities established by the Steering Committee as a result of member, partner, community and stakeholder input to address community and local workforce needs.
- Work with Steering Committee to develop processes for evaluation of Steering Committee-endorsed consortia member programs and projects, including processes to request, review, approve and disburse funds for programs and projects.
- Work with Steering Committee to develop processes for establishing criteria for evaluation of Steering Committee-endorsed consortia member programs and projects for the purpose of ongoing funding and/or expansion.
- Provide communication between and among Consortium members, partners and all stakeholders, utilizing technology (email, Consortium website, social media and other technology resources and tools) to provide public postings with regularly-updated information on Consortium processes, programs, projects, etc.
- Manage public relations, brand awareness, marketing and website development and maintenance.
- Provide guidance and support to Consortium sub-regional and other Consortium-designated work groups, teams and sub-committees, ensuring sufficient and timely progress on implementation of Consortium plan(s), programs and projects according to established timelines and deliverables due dates, as well as generate desired, measureable outcomes aligned to Consortium goals, objectives and plan(s).
- Act as a liaison for outreach and ongoing communication among Consortium members, partners and all stakeholders.
- Serve as the official and primary point of contact for the Contra Costa AEBG Consortium.

Purchase Requisition # \_\_\_\_\_

- Ensure State and Consortium fiscal monitoring and reporting requirements are met in compliance with all State and Consortium standards and regulations.
- Provide assistance to Consortium work groups, teams and sub-committees for budget development and to ensure quality and compliant programs.
- Prepare, submit, accurately track, and maintain records of all fiscal and progress reports as well as other AEBG State-required deliverables in a timely manner on behalf of the Consortium.
- Participate in all applicable AEBG webinars and trainings, updating and reporting information obtained to the Consortium chairs/co-chairs and/or membership.
- Compile data collection and reports on state-wide AEBG Consortia initiatives, model programs, best practices, etc., keeping the CCC AEBG Consortium informed and up-to-date.
- On behalf of the CCC AEBG Consortium, pro-actively seek-out, help build relationships with and serve as liaison to related regional consortia and initiatives, including but not limited to other AEBG consortia, Career Pathways Trust Grants, SB1070, and Bay Area Community College Consortia.
- Create and manage a master calendar of Consortium and related stakeholder meetings, events, etc.
- Coordinate with and report to the Consortium Chairperson(s) on an agreed-upon regular schedule.
- Provide the Consortium Steering Committee a written monthly report of activities, events, developments, projects, etc. Other duties as may be required and mutually agreed upon.
- Upon performance review, contract may be renewable. Performance-based renewal of contract terms is negotiable but dependent upon funding.


**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:		Trudie Giordano
Services to be performed under the Agreement:		Consortium Manager for Adult Education
Schools/Locations where services will be performed:		Contra Costa Community Colleges (DVC, LMC, and CCC) and District Office, MDAE, Acalanes HSD, Martinez USD, Pittsburg USD, Antioch USD, Liberty UHSD, WCC USD, CCCOE Jail Ed Program
Total amount to be paid by the District under this Agreement:		\$70,000
Term of Agreement:		November 4, 2016 – June 30, 2017
<b>Check the applicable box(es) and fill in any blanks.</b>		
1	<input 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 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

  
 Trudie Giordano Date

 10-26-16  
 Superintendent or Designee's Signature

Jennifer Sachs  
 Print Name  
 Date  
 Superintendent or Designee's Signature  
 6 of 6