

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 23 day of July, 2015, 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 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 \$ 54,000.00 for Services 500 - 3141 - 36 - 5800 \$ 54,000.00

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

a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____

b. \$ _____ per day, or _____ **BUDGET CODE(S)**

c. \$ 54,000.00 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 September 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 ____ 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 # R87420

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

CONTRACTOR

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

Name: Santa Clara County Office of Education
Attn: Rebecca Mendiola
Address: 1290 Ridder Park Dr.
San Jose, Ca. 95131
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

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:

Lisa Murphy Oates
Signature of Principal/Budget Administrator Date

By:

See Attached
Signature of Contractor/Consultant Date

Title:

Lisa Murphy Oates, Equity Administrator
Print Name and Title

Title:

Angelica Ramsey, Ed.D Associate Superintendent
Print Name and Title

Authorized and Approved by:

[Signature]
Superintendent or Designee

8/26/15
Date

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

Lisa Murphy Oates 8/26/15
Originator's Signature Date
 Lisa Murphy Oates, Equity Administrator
Print Name of Originator and Title

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

Purchase Requisition # R87420

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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- 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: _____
Signature of Principal/Budget Administrator Date

By: Am Ramsey 8/25/15
Signature of Contractor/Consultant Date

Title: Lisa Murphy Oates, Equity Administrator
Print Name and Title

Title: Angelica Ramsey, Ed.D.
Print Name and Title Associate Superintendent

Authorized and Approved by:

Superintendent or Designee Date

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

Originator's Signature Date
Lisa Murphy Oates, Equity Administrator
Print Name of Originator and Title

Equity Department
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 will Provide:

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

Year 1 Trainings - 3 school sites (Gregory Gardens, Highlands, and Concord High)

Tier 1 - Universal Systems School-wide PBIS Team Training consisting of four training sessions on the development of systems for universal school settings, lesson plans for teaching expectation, classroom systems, acknowledgment and consequence systems, and data based decision making.

Year 2 Trainings - 18 School Sites (Bel Air, Cambridge, Delta View, El Monte, Fair Oaks, Hidden Valley, Rio Vista, Shore Acres, Sun Terrace, Westwood, Wren Ave., El Dorado, Oak Grove, Pleasant Hill Middle, Riverview, MDHS, Olympic, and YVHS)

Tier 1 - Team Initiated Problem Solving (TIPS) and Tier 2 Readiness consisting of TIPS Meeting Foundations, Tier 2 Readiness and Tier 2 PBIS assessments, PBIS Classroom Systems, and TIPS Data Drill Down and Problem Solving

Tier 2 - Secondary PBIS Team Training consisting of two training sessions on the development of systems that include Check In Check Out (CICO) Foundations, and CICO implementation and handbook, Tier 2 data systems

PBIS Coaches Network consisting of coaching, training and coordination, monitoring the district action plan, providing on-going PBIS professional development and calibration of PBIS evaluation and assessment tools.

District Leadership Team Training, Access to PBIS Evaluations and Technical Assistance.

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 MOU	
Schools/Locations where services will be performed:	Willow Creek Center	
Total amount to be paid by the District under this Agreement:	\$ 54,000.00	
Term of Agreement:	As stated in MOU	
<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		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."

See Attached
 Independent Contractor/Consultant Signature

Jennifer Sachs
 Superintendent or Designee's Signature

Angelica Ramsey, Ed. D Associate Superintendent

 Print Name Date
 Independent Contractor/Consultant

Jennifer Sachs

 Print Name Date
 Superintendent or Designee's Signature

EXHIBIT B

Contractor REQUIRED to Complete

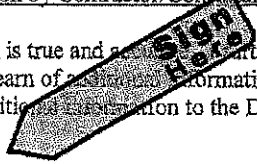
CRIMINAL BACKGROUND CHECK CERTIFICATION

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

Name of Independent Consultant/Contractor:	Rebecca Mendiola
Services to be performed under the Agreement:	As stated in MOU
Schools/Locations where services will be performed:	Willow Creek Center
Total amount to be paid by the District under this Agreement:	\$ 54,000.00
Term of Agreement:	As stated in MOU
<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 any information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



Angela Ramsey
Independent Contractor/Consultant Signature

Superintendent or Designee's Signature

Angelica Ramsey Ed.D
Print Name Date

Jennifer Sachs
Print Name Date

Independent Contractor/Consultant

Superintendent or Designee's Signature

Associate Superintendent

GL1-5455	AI	CERTIFICATE OF COVERAGE	07/30/2015
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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

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**

Member:
 SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA)
 2180 HARVARD ST
 SUITE 460
 SACRAMENTO, CA 95815

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 <input checked="" type="checkbox"/> Excess General Liability Aggregate <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Auto Liability Aggregate	EIA-PE 15 EL-80	07/01/2015	07/01/2016	\$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;"><i>Michael P. [Signature]</i></p> <p style="text-align: center;">CSAC EXCESS INSURANCE AUTHORITY</p>
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GL1-4428	CO	CERTIFICATE OF COVERAGE	06/26/2015
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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

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**

Member:
 SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA)
 1792 TRIBUTE ROAD
 SUITE 450
 SACRAMENTO, CA 95815

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 <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA-PE 15 EL-80	07/01/2015	07/01/2016	Difference between \$1,000,000 and the Member's Self-Insured Retention of \$250,000 Completed Operations Aggregate Applies

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS EVIDENCE OF COVERAGE ONLY.

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

Certificate Holder
 SANTA CLARA COUNTY OFFICE OF EDUCATION
 1290 RIDDER PARK DRVIE
 SAN JOSE, CA 95131

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.

AUTHORIZED REPRESENTATIVE

 CSAC EXCESS INSURANCE AUTHORITY

ENDORSEMENT NO. U-1

CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I

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.: PER ATTACHED CERTIFICATE OF COVERAGE

Issue Date: June 26, 2015



Authorized Representative
CSAC Excess Insurance Authority

Mt. Diablo Unified School District
and
Santa Clara County Office of Education

Memorandum of Understanding

6/23/2015

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the **Mt. Diablo Unified School District (MDUSD)** and **Santa Clara County Office of Education (SCCOE)** regarding activities related to training on PBIS Tier 1 PBIS training to 3 school sites, Tier 2 PBIS training to 18 school sites, and ongoing coaching and technical assistance (TA) for implementation and sustaining PBIS Tier 1 & 2

1.0 SCCOE 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.

1.1 Year 1 Trainings – (3 school sites)

- **Tier 1 - Universal Systems School-wide PBIS Team Training** consisting of four training sessions on the development of systems that include:
 - 3-5 School-wide rules and behavioral expectations for universal school settings
 - Lesson plans for teaching expectations
 - Classroom Systems
 - Acknowledgment and consequence systems
 - Data-based decision making

1.2 Year 2 Trainings – (18 school sites)

- **Tier 1 - Team Initiated Problem Solving (TIPS) and Tier 2 Readiness**
 - TIPS Meeting Foundations
 - Tier 2 Readiness and Tier 2 PBIS assessments
 - PBIS Classroom Systems
 - TIPS Data Drill Down and Problem Solving
- **Tier 2 - Secondary PBIS Team Training** consisting of two training sessions on the development of systems that include:
 - Check In Check Out (CICO) Foundations
 - CICO implementation and handbook, Tier 2 data systems

- 1.3 **PBIS Coaches Network** consisting of four networking workshop sessions per year to build local capacity within districts for successful PBIS implementation. PBIS Coaches/Coordinators will collaborate on strategies and solutions to on-going implementation needs, and share resources and the latest PBIS tools. Discussion vary in topics:
- Coaching, Training, and Coordination
 - Monitoring the district action plan
 - Providing on-going PBIS professional development
 - Calibration of PBIS evaluation and assessment tools
- 1.4 **District Leadership Team Training** is held annually and assists district leadership in:
- Effective implementation and evaluation
 - Building District training capacity and sustainability efforts of PBIS.
 - Resource allocation
 - Policy development
- 1.5 **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org) by the district in order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
- 1.6 **Technical Assistance** providing coaching and building district capacity in order to sustain PBIS implementation and efforts.
- Provide timely technical assistance and coaching supports.
 - Customize trainings to meet needs of the school district and school sites working alongside with District PBIS Coordinator/Trainer and/or PBIS Coach.

2.0 Mt. Diablo Unified School District will provide

- 2.1 The District will work collaboratively with the Consultant to provide PBIS Tier 1, Tier 2 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
- 2.2 The District and school sites participating in Tier 1 SW-PBIS trainings will complete and commit to the SCCOE PBIS District and School Site commitment forms (see attached).
- 2.3 The District and school sites participating in Year 1 Tier 1 SW-PBIS trainings will

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- Tier 1 - Develop products from trainings that contribute to implementation (meeting schedule, presentations to staff, rules, expectations matrices, lesson plans, acknowledgment systems, referral forms and processes, etc.) that will coincide with training content and assigned tasks. Products will be collected in a portfolio and contribute to a school's PBIS Handbook, which will be a product of the Year 1 training.
- School teams will also complete a self-assessment – the Team Implementation Checklist (TIC) – between trainings as a measure of the effectiveness of training to support implementation.
- School teams will also provide staff trainings to begin the buy-in process with school staff on PBIS.
- School teams will administer the PBIS Self-Assessment Survey (SAS) to all school staff to identify strengths and needs of school climate efforts.

2.4 The District and school sites participating in Year 2 trainings will

- Attend the Team Initiated Problem Solving (TIPS) training consisting of one session in Fall 2015. Teams will learn how to effectively organize and facilitate team meetings using TIPS as a common practice for implementing data based decision-making.
- Implement the TIPS process and evaluate the team meeting process in the school to run effective, efficient data-driven meetings through self-assessments and observation tools.
- District PBIS Coach will work with consultant on evaluating school sites to assess readiness of school teams for Tier 2 trainings using the Tiered Fidelity Inventory (TFI), School-wide Evaluation Tool (SET), Self Assessment Survey (SAS), and/or the Team Implementation Checklist (TIC).
- Attend Tier 2 training to develop a Check-In/Check-Out system that can be monitored through the collection and evaluation of products via the CICO Handbook (a portion of the school PBIS Handbook) and self-assessment measures can be completed to monitor development of materials.
- School teams will also complete a self-assessment – the Team Implementation Checklist and/or the Tiered Fidelity Inventory (TFI) – between trainings as a measure of the effectiveness of training to support implementation.
- Sustained implementation of Tier 1 and Tier 2 interventions will continue to be assessed through assessments (TFI, SET, SAS, and/or TIC). These scores will provide information regarding specific training needs, fidelity of implementation and development of annual action plans.

2.5 The District will grant permission to SCCOE to have access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.

3.0 Articulation of Resources/Monies

- 3.1 The term of this MOU will begin on July 1, 2015 and extending until June 30, 2016.
- 3.2 This MOU may be terminated by either the district or COE at any time prior to the date of expiration if such a decision is reported to the other signatory by written notice three (3) months in advance.
- 3.3 During the time the MOU is in effect, the parties may amend the terms of the MOU; the amendments shall be in writing.
- 3.4 Unless otherwise stipulated, any amendments to this MOU will take effect when signed by MDUSD and SCCOE.
- 3.5 The total amount of \$54,000, (\$3,000 x 3) for participating school sites (PBIS Tier 1 training x 4 days, Coaching Network x 4 days, District Leadership Team training x 1 day); (\$2,500 x 18) for participating school sites (PBIS Year 2 trainings TIPSx 1 day and Tier 2 training x 3 days) will be paid to SCCOE by MDUSD.

4.0 Insurance/Hold Harmless

- 4.1 Insurance: SCCOE and District shall maintain a certificate of insurance in the business office of each respective office.
- 4.2 Indemnity: SCCOE and District shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the memorandum of understanding.

By:

See Attached

Signature of Authorized SCCOE Official

By:

[Signature]

Signature of Authorized District Official

Name:

Name:

LVA MURPHY DATES

Date:

Date:

8/10/15

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By: *Arangelica Ramsey* By: *John Murphy*
 Signature of Authorized SCCOE Official Signature of Authorized District Official

Name: Dr. Angelica Ramsey Name: John Murphy

Date: 8/11/15 Date: 8/10/15

8/11/15

Risk Management
 Reviewer: *BSE*
 Rm# 16-0088

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Santa Clara County Office of Education
District-wide Positive Behavior Support Commitment for District-wide PBS

District MT. DIABLO UNIFIED Date 8/10/15 Administrator LISA HUNTER DATES

The following commitments are necessary to develop a District PBS Coaching Model.

Requirement/Commitment	Details	Completion/Commitment Date
1. Political Support	<ol style="list-style-type: none"> 1. Student social behavior and/or school climate is top five goals for the district? 2. PBS efforts connected with District global goals and efforts (academics, etc.)? 3. District PBS Leadership team reports to school board & superintendent at least annually? 4. PBS policy statement developed? 5. District level administrator is identified as coordinator of district PBS efforts 	Date <u>July 2014</u>
2. Funding	<ol style="list-style-type: none"> 1. Funding sources identified so district is able to support coaching infrastructure to support school implementation for at least 3 years. (Recommend 0.1 FTE/ PBS school; may be within district or contracted w/ ESD to provide coaching) 2. Funding sources so buildings are able to send teams to training throughout the school year for at least 3 years. 	Date <u>July 2014 - June 2015</u>
3. Coordination	<ol style="list-style-type: none"> 1. District PBS Leadership team (District Admin team + PBS Coach) will meet at least quarterly? 2. Leadership meeting is hosted by a district-level administrator 3. PBS Coach coordinates district PBS training calendar & evaluation schedule 	Date <u>May 2014</u>
4. Coaching Capacity	<ol style="list-style-type: none"> 1. Monthly PBS Team Leader meetings attended by school PBS team leaders/facilitators (after 1st year MAY move to every 2 months). 2. FTE for on-site coaching support to school PBS teams 	Date <u>Sept - June 2014 - 2015</u>
5. Training Capacity	<ol style="list-style-type: none"> 1. PBS Coach leads on-going training of school PBS teams. 2. On-going professional development for district PBS Coach (State PBS trainings) 3. Train evaluators within the district (e.g. SET, SWIS, PBS Surveys, etc.) 	Date <u>Nov - June 2014 / 2015</u>
6. Demonstrations	<p>Identify participating schools (3+ schools or 50% of schools in districts with less than 5 schools) that sign commitment: List schools (attach School Commitment sheets)</p> <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. 9. 	Date <u>June 2015</u>
7. School-wide PBS Evaluation	<ol style="list-style-type: none"> 1. Annual SET evaluation & quarterly TIC 2. Discipline data system capable of aggregating SW data at participating schools (e.g. SWIS) 	Date <u>May 2014</u>

I understand and agree to the above commitments to qualify for the School-wide PBS Training series and support.

Administrator [Signature] Date 8/10/15

Santa Clara County Office of Education

School-wide Positive Behavioral Interventions & Supports (SW-PBIS) Commitment for Training

School _____ District _____
 Principal _____ Date _____

The following commitments are necessary before a school can attend the SW PBIS training.

Requirement/ Commitment	Details	Completion/ Commitment Date
1. Political Support	a. Student social behavior is identified in top 3 goals for school improvement b. School principal & staff will make a 3 year commitment to implement SW-PBIS	Date _____
2. Identify a SW PBIS team	Must be representative of whole school staff (at least 1 from each area): a. Building administrator b. Gen Ed teachers (representative of grade levels in building) c. Special Ed Staff d. Specials Staff (library staff, computer staff, P.E., etc.) e. Instructional classified staff (aides, assistants) f. Building classified staff (office staff, custodian, recess/lunch supervisors)	Date _____
3. Identify a Team Leader	Should not be building administrator, preferably strong General Education staff member. Team Leader will usually facilitate meetings and attend monthly PBIS Team Leaders meetings with other PBIS Team Leaders.	Date _____
4. Attend SW PBIS trainings	Entire team will attend all SW PBIS Trainings (4 days of training – dates TBD)	Date _____
5. Monthly Team meetings	SW-PBIS Team will hold at least one meeting per month at school site to plan, develop, monitor and sustain implementation of SW PBIS programs	Date _____
6. PBIS presence in school staff meetings	Allocate 5-15 minutes per month at staff meeting to provide updates and receive feedback from staff on PBIS efforts	Date _____
7. School-wide PBIS Evaluation	a. Implement a data system that provides capacity to examine discipline referral data on a school-wide level (e.g. SWIS Big Five graphs; www.swis.org) b. Schedule annual evaluation/ needs assessment of behavior support programs at your school (2 hour requirement over lunch hour during school day)	Date _____

I understand and agree to the above commitments to qualify for the School-wide PBIS Training series and support.

Principal *[Signature]* Date 5/10/15
 signature

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 San Jose, CA 95131

□&a0r0C

I N V O I C E
PBIS - Janeen Salcido

Santa Clara County Office of Education
1290 Ridder Park Dr.
San Jose, CA 95131

INVOICE NUMBER: 160556
DATE: 08/13/2015

003004
TO: Mt Diablo Unified School District
ATTN: Accounting
1936 Carlotta Dr
Concord CA 94519

Terms: RM16-0088

Ln	Item #	Description	Qty	Unit Price	Total Price	T
1		PBIS Training for 2015-16	1.00	54,000.00	54,000.00	N
2		Tier 1 - 3 schools sites (\$3000)				
3		Tier 2 - 18 school sites (\$2500)				
4		7/1/15 - 6/30/16				
5		#RM-16-0088				
6		Contact Janeen Salcido for				
7		questions 408-453-6504				
8		janeen_salcido@sccoe.org				
					Sub Total	54,000.00
					Tax	0.00
					PLEASE PAY THIS AMOUNT	54,000.00

930-9124-0-8677-00-0000-0000-544220-000-3410 54,000.00

Checks should be made payable to:
Santa Clara County Office of Education
ATTN: Janeen Salcido MC221
1290 Ridder Park Dr.
San Jose, CA 95131

PLEASE INCLUDE THE INVOICE NUMBER ON YOUR CHECK
AND ATTACH A COPY OF THE INVOICE TO THE CHECK
Thank you for your prompt remittance.

Accounts Receivable

Customer Copy