

**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 22 day of September, 2016, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Regents of the University of California on behalf of its Bay Area Writing Project at the University of California, Berkeley (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 \$ <u>7,800</u> for Services	<u>519 3803<sup>36</sup></u> 5800	\$ <u>7,800</u>
The basis of the fee for Services shall be as follow	- - - - -	\$ _____
a. \$ _____ per hour,	- - - - -	\$ _____
b. \$ _____ per day, or	<b>BUDGET CODE(S)</b>	
c. \$ <u>7,800.00</u> 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 October 10, 2016. 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 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.
- 7. Indemnification. The parties agree to the indemnification provision as set forth in Exhibit C, attached hereto and made a part hereof.
- 8. Insurance. The parties agree to the insurance provisions set forth in Exhibit C, attached hereto and made a part hereof.
- 9. Ownership of Designs and Plans. The parties agree to the copyright and trademark provisions set forth in Exhibit C, attached hereto and made a part hereof.
- 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: University of California Regents/BAWP  
Attn: Katherine Suyeyasu, BAWP Director  
Address: 3639 Tolman Hall  
Berkeley, CA 94720-1040  
Phone: 510-642-0889  
Fax: 510-643-8457  
Tax ID #: 94-6002123

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.



Purchase Requisition # R95262

- 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

The Regents of the University of California  
Name of Company/Organization or Independent Contractor/Consultant

By: Jennifer Sachs 10-3-16  
Signature of Principal/Budget Administrator Date

By: \_\_\_\_\_  
Signature of Contractor/Consultant Date

Title: Jennifer Sachs, Executive Director, Instructional Support  
Print Name and Title

Title: \_\_\_\_\_  
Print Name and Title

Authorized and Approved by:

Jennifer Sachs 10-3-16  
Superintendent or Designee Date

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

Jennifer Sachs 10-3-16  
Originator's Signature Date

Instructional Support  
Site/Department Originating this Contract

Jennifer Sachs, Ex. Director  
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

#### *Working the Core: Integrating Non-Fiction into the ELA Curriculum*

**Project Description:** The Bay Area Writing Project will provide two half-day workshops for high school English Language Arts teachers on integrating non-fiction texts into the ELA curriculum (Fall 2016 and Spring 2017). Workshops will demonstrate ways of using informational texts purposefully alongside reading of literary works. Teachers will engage in writing tasks that illustrate how narrative and explanatory genres can be joined to stimulate thought and expand student repertoires for composing academic essays. Presenters will also provide print and digital resources for further exploration so that teachers might grow their own curriculum ideas and unit design using multiple genres.

Additionally, presentations will take into consideration the language challenges of English learners as they take on non-fiction texts and produce evidenced-based writing of their own. Ideas for instructional modifications will be part of workshop demonstrations.

The fall workshop will introduce sample companion texts, writing tasks that call for evidence-based thinking using multiple source materials, and instructional resources teachers can use to develop their own units for piloting during fall semester. The spring workshop will offer opportunities for teacher sharing of lesson experimentations, then move deeper into instructional practices that build on what was introduced in the fall including additional scaffolding for ELs.

Professional development is provided by experienced BAWP teacher consultants who have research-based and classroom-proven practices in the teaching of writing.

Workshops will take place October 10, 2016, from 8:15am - 12:00pm, and on March 6, 2017, from 12:30pm - 3:00pm in the Mt. Diablo School District, 1936 Carlotta Drive Concord, CA 94521.

#### Objectives:

- Expand teacher repertoires for integrating non-fiction, informational texts into the literary curriculum.
- Demonstrate writing tasks that connect literary and explanatory readings in the service of producing evidenced-based, academic essays.
- Provide print and digital resources for pairing literary and informational texts so teachers can design their own instructional units.
- Provide resources and modifications for addressing the language challenges of English learners.
- Connect practices to expectations for reading and writing achievement on California's Smarter Balanced performance assessment.

**Total cost: \$7800:** Cost includes administrative fees. Cost also includes accommodations for two workshop sections with up to 20 teachers for each section. In addition, The Mt. Diablo School District will be responsible for photocopying handouts as long as BAWP teacher consultants send master copies by an agreed upon due date.

**Payment Schedule:** the District will pay University a total of \$7,800.00, according to the following schedule: \$3,900 is due by Monday, October 17, 2016; the remaining balance of \$3,900 is due on March 13, 2017.




**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:		Bay Area Writing Project. UC Berkeley
Services to be performed under the Agreement:		"Writing the Core" workshops for teachers: October 10, 2016 & March 6, 2017
Schools/Locations where services will be performed:		Willow Creek Center
Total amount to be paid by the District under this Agreement:		\$7,800.00
Term of Agreement:		October 10, 2016 March 6, 2017
<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."

  
 Independent Contractor/Consultant Signature

Katherine Suyeyasu                      9/22/16  
 Print Name    Date  
 Independent Contractor/Consultant

  
 Superintendent or Designee's Signature

Jennifer Sacks                      10-3-16  
 Print Name    Date  
 Superintendent or Designee's Signature

EXHIBIT C

AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
MT. DIABLO UNIFIED SCHOOL DISTRICT

Any other provision to the contrary notwithstanding, the following provisions shall govern the Agreement between the Regents of the University of California and Mt. Diablo Unified School District (District) dated September 22, 2016.

**1. Indemnification.** University and DISTRICT shall each indemnify, defend and hold harmless the other party, its officers, employees and agents from and against all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement suffered by the indemnified party but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

**2. Insurance.** Each party at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or self insurance as follows:

i. Commercial Form General Liability Insurance with minimum limits as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

ii. Workers' Compensation as required under California State law.

iii. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under this Section (i, ii, and iii) shall not limit the liability of the insurer.

The coverages provided by either party referred to under (i) and (ii) of this Section shall include the other party as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the insurer, its officers, employees, and agents. Each party, upon the execution of this Agreement, shall furnish the other party with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to the other party of any material modification, change, or cancellation of the above insurance coverages.

**3. Copyright.** The ownership of any preexisting inventions or copyright in works employed in the performance of this Agreement shall remain unchanged; provided, however, that each party hereby licenses to the other party the right to use such copyrighted work or invention only to the extent necessary to perform this Agreement. Contractor shall own the copyright of any materials produced in the performance of this Agreement.

**4. Trademark/University Name.** The University's name and trademarks are protected by California law and may not be used except to indicate identification or location without prior written approval of the University's Office of Business Contracts and Brand Protection.

**Bay Area Writing Project (BAWP)**

3639 Tolman Hall #1040  
 Berkeley, CA 94720-1040  
 Phone: (510) 642-0971  
 Email: bawp@berkeley.edu  
 Web: bayareawritingproject.org

**Supported by:**

California State Department of Education  
 The Regents of the University of California  
 The Graduate School of Education,  
 University of California, Berkeley  
 Bay Area Schools  
 U.S. Department of Education

### Instruction Agreement

This Instruction Agreement (“Agreement”) is entered into on **September 18, 2016** by The Regents of the University of California on behalf of the **Bay Area Writing Project (BAWP)** at the University of California, Berkeley (hereinafter known as “University”) and **Mt. Diablo Unified School District** (hereinafter known as “Organization”).

The parties to this Agreement hereby agree as follows:

1. **Scope of Work.** The scope of work to be performed by the University, and to the extent appropriate, the related deliverables and schedule of deliveries, as set forth in Schedule A, which is attached and made part of this Agreement.
2. **Payment for Services.** Unless otherwise set forth in the attached Schedule A, the Organization will pay University **\$7800.00**, in lump sum on or before the completion of the program end date.
3. **Independent Status.** University is deemed an independent contractor and is not eligible for any employment related benefits from the Organization.
4. **Mutual Indemnification**
  - a) University shall defend, indemnify and hold Organization, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, “Claims”) but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
  - b) Organization shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all Claims arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, agents, or employees.
5. **Insurance.** Organization will keep in full force and effect during the term of this Agreement at the expense of Organization, Commercial General Liability Insurance including insurance to protect against liability of the Organization, its staff and employees in an amount not less than \$1,000,000 for any one occurrence and \$2,000,000 aggregate. Organization shall provide University with a Certificate of Insurance naming the University as an additional insured, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, agents, or employees. Such insurance shall not limit the Organization’s liability. Organization’s Certificate of Insurance shall be delivered to BAWP’s Administrative Contact, as specified on Page 3 of the Agreement, herein.



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- 6. **University Name, Trademarks and Logos.** Organization shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the University, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Organization, its products or services. All uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection. This provision complies with California Education Code Section 92000. Neither Organization nor University may record or videotape any portion of the program without written agreement from the other party.
- 7. **Program Materials and Copyright.** Except for ordinary classroom and extracurricular use of materials by attendants of the program, this Agreement does not grant to the Organization or any of its employees, agents or representatives any right in the copyright of any materials owned by or licensed to the University. The copyright of any teaching materials developed specifically for this program shall be owned by the University.
- 8. **Term and Termination.** This Agreement shall take effect upon execution, and remain in effect until **June 30, 2017**. The parties may agree to terminate this Agreement in writing at any time. Furthermore, each party may terminate the Agreement without any penalty upon written notice received by the other party no less than 30 days prior to the originally agreed-upon starting date for the Course.
- 9. **Modification and Inability to Perform**
  - a) Modification. The Agreement may only be amended or modified by mutual written agreement of the parties.
  - b) Force Majeure. In the event of a strike, government action, natural disaster, power outage, war or act of terrorism which results in the cancellation of a scheduled class session(s), the missed session(s) will be rescheduled to the extent possible.
- 10. **Disputes.** This Agreement will be governed by California Law, except for its conflicts of law provisions. The parties agree to binding arbitration in Alameda County under the Rules of the American Arbitration Association in the case of any dispute.
- 11. **Non-Assignability.** This Agreement is not assignable to any third party.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OTHER PARTY NAME**

Signature: Jennifer Saech Date: 10-3-16



**Bay Area Writing Project (BAWP), UC Berkeley**

**Project Contact:** Katherine Suyeyasu  
3639 Tolman Hall  
Berkeley, CA 94720-1670  
**Phone:** 510-642-0889  
**Email:** ksuyeyasu@berkeley.edu

**Administrative Contact:** Paul Cunningham  
1500 Tolman Hall  
Berkeley, CA 94720-1670  
**Phone:** 510-642-3726  
**Email:** paulc@berkeley.edu

**Non-University Contracting Party:**

**Name of Party:** Mt. Diablo Unified School District

**Project Contact:** Jennifer Sachs  
Executive Director of Curriculum  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94521  
sachs@mdusd.org  
(925) 682-8000 x4026

**SCHEDULE A****Bay Area Writing Project & Mt. Diablo Unified School District  
Scope of Work*****Working the Core: Integrating Non-Fiction into the ELA Curriculum***

**Project Description:** The Bay Area Writing Project will provide two half-day workshops for high school English Language Arts teachers on integrating non-fiction texts into the ELA curriculum (Fall 2016 and Spring 2017). Workshops will demonstrate ways of using informational texts purposefully alongside reading of literary works. Teachers will engage in writing tasks that illustrate how narrative and explanatory genres can be joined to stimulate thought and expand student repertoires for composing academic essays. Presenters will also provide print and digital resources for further exploration so that teachers might grow their own curriculum ideas and unit design using multiple genres.

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