

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

AUG 18 2010

MDUSD

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

THIS AGREEMENT is made this 2nd day of July, by and between the Mt. Diablo Unified School District (hereinafter "District") and Carrie Frazier (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

I. 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, transportation, and workspace 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 with the written approval of the District only.
- (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:

~~825.00~~ ~~42,750.00~~ 43,575.00
 \$ 750.00 total fee for Services 708 - 3669 - 36 - 5800
BUDGET CODE

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

- a. \$ 75.00 per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

Check one:

- Partial Payments:** Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- 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 8/20/2010. 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,

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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. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees Contractor shall comply with the provisions of 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 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.
6. Rules and Regulations All results and regulations of the 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 and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
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:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Carric Frazier</u>
1936 Carlotta Drive	Address: <u>1700 Broadway St., #433</u>
Concord, CA 94519-1397	<u>Concord, CA 94520</u>
Attn: Superintendent	Phone: <u>925-787-4827 (cell) & 925-825-1007 (hm)</u>
	Fax: <u>n/a</u>
	Tax ID #: <u>358-36-6830</u>

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 business day next 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

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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, 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

CONTRACTOR:
8/10/2010

By: Mildred D. Browne ELD
Budget Administrator Date

By: Carrie Lee Frazier
Date 7/2/10

Title: Assistant Superintendent, Pupil Svc/Special Ed

Title: Licensed Clinical Social Worker

Authorized by: Mildred D. Browne ELD
Assistant or Associate Superintendent Date 8/10/2010

Approved: [Signature]
Assistant Superintendent of Personnel Date 8/19/10

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Mildred D. Browne ELD
Administrator's Signature Date 8/10/2010

NOTE: CONTRACTOR DOES NOT WORK WITH STUDENTS

OK

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

Mildred D. Browne ELD
Originator's Signature Date 8/10/2010

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution	
original:	Fiscal Services for payment
copy:	Contractor
copy:	Originator/Budget Administrator

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

General Description of Service: Clinical supervision of Behavioral Health Specialist I & II at Alliance.

Rate of Services: \$75.00 per hour

Weekly Service: 11 hours

Not to Exceed Amount: ~~\$750.00~~ 825.00

Services Period: Extended School Year 2010

Services of Contractor arranged by

Mildred L. Brown EdD
Signature 8/18/2010
Special Education / Dent Center
Department / School

11/05/09

Social Worker Professional Liability Policy

*** ENDORSEMENT ADDITIONAL PREMIUM ***

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: SWL-001588813 END NO 01
 ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ACCOUNT NO: CA-FRAC170-0 0511250S
 ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

CARRIE LEE FRAZIER
 1700 BROADWAY ST #433
 CONCORD, CA 94520

RECEIVED

SEP 04 2010

FISCAL ANALYST
 PUPIL SERVICES/SPECIAL EDUCATION

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSUREDS:
 MT DIABLO UNIFED SCHOOL
 DISTRICT
 1936 CARLOTTA DR
 CONCORD, CA 94519

ITEM 3. POLICY PERIOD: FROM: 10/20/09 TO: 10/20/10
 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. ENDORSEMENT EFFECTIVE 11/03/09
 LIMITS OF LIABILITY: EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE

(a) \$ 1,000,000

(b) \$ 3,000,000 AGGREGATE

(c) \$ 5,000 DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
ENDORSEMENT - A P			13.00
----- NEW ANNUAL PREMIUM -----			
PROFESSIONALS	1	67.00	67.00
DEFENSE LIMIT			.00
ADDITIONAL INSUREDS	1	13.00	13.00
ITEM 6. RETROACTIVE DATE: 10/20/09 *NEW TOTAL PREMIUM:			80.00

ITEM 7. EXTENDED REPORTING PERIOD
 ADDITIONAL PREMIUM(If Exercised): \$ 80.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:
 65932 (7/96) 65933 (7/96) 52133 (3/94)
 83191 (10/03) 78711 (02/09)
 APA23 (11/96) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID


 AUTHORIZED COMPANY REPRESENTATIVE

Account Number: CA FRAC 1700

Date: 11/04/09 Initials: *CSJ*

CERTIFICATE OF INSURANCE

GRANITE STATE INSURANCE CO.
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

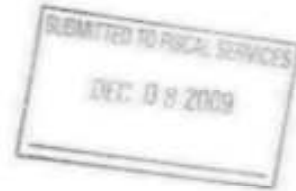
This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:

CARRIE LEE PRAZIER
1700 BROADWAY ST #433
CONCORD CA 94520

Additional Named Insureds:



Type of Work Covered: PROFESSIONAL SOCIAL WORKER

Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 10/20/2009

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	SWL-001588813	10/20/09	10/20/10	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE FOLLOWING IS AN ADDITIONAL INSURED ON THIS POLICY:
MT. DIABLO UNIFIED SCHOOL DISTRICT

This Certificate Issued to:

Name: CARRIE LEE PRAZIER
1700 BROADWAY ST #433
Address: CONCORD CA 94520

Authorized Representative