

**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 31st day of March, by and between the Mt. Diablo Unified School District (hereinafter "District") and Alameda County Office of Education (hereinafter "Contractor").

District hereby engages Contractor to render described 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, 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:

\$ 30,000.00 total fee for Services

\_\_\_\_\_ **BUDGET CODE** \_\_\_\_\_

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

- a. \$ \_\_\_\_\_ 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 June 2011. 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. 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>Alameda County Office of Education</u>
1936 Carlotta Drive	Address: <u>313 West Winton Avenue</u>
Concord, CA 94519-1397	<u>Hayward, CA 94544</u>
Attn: Superintendent	
	Phone: <u>(510) 670-4238</u>
	Fax: <u>(510) 670-3238</u>
	Tax ID #: _____

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the 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

Purchase Requisition # 63617

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:

By: \_\_\_\_\_  
Budget Administrator Date

By: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized by: \_\_\_\_\_  
Assistant or Associate Superintendent Date

Approved: \_\_\_\_\_  
Assistant Superintendent of Personnel Date

**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.

\_\_\_\_\_  
Administrator's Signature Date

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

\_\_\_\_\_  
Originator's Signature

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 # 63617

**EXHIBIT A**

**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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Intensive mathematics and coaching support will be provided to all MDUSD middle schools in 2011-12 by Phil Gonsalves, Alameda County Office of Education. This support will consist of administrator and teacher training, as well as site visits. See Scope of Work (attached).

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Services of Contractor arranged by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department / School

## **Middle School Mathematics Scope of Work for 2011-12, with justification for the proposed model**

The Mt. Diablo Unified School District (MDUSD) has requested that Phil Gonsalves provide intensive mathematics and coaching support to all MDUSD middle schools in 2011-12. This support will consist of:

### **1. Middle School Site Administrator training (2 days)**

- Administrator Training 1 is scheduled for Monday, June 13, 2011
- Administrator Training 2 will be scheduled on a mutually agreed upon date in August
- The content of the administrator training will include:
  - Mathematics content
  - What to look for in a mathematics classroom
  - How to support teachers to improve mathematics instruction

### **2. Teacher training before the 2011-12 school year begins (1 day)**

- The training will be provided for all MDUSD middle school mathematics teachers.
- The training will be scheduled on a mutually agreed upon date.
- The content of the middle school mathematics training will include:
  - Mathematics content for teachers
  - Using district pacing guides and data from benchmark assessments to transform mathematics instruction

### **3. Teacher training during the 2011-12 school year (14 days; see tentative dates below)**

- Five dates for mathematics content training
  - Morning session continues focus on mathematics content for teachers and using district pacing guides and data from benchmark assessments to transform mathematics instruction
  - Afternoon session provides time for teacher collaboration and lesson planning, and for Phil Gonsalves to meet with school groups in the afternoon to follow up on site visits and provide additional coaching support
  - Site principals will attend the five days of mathematics content training
- Three site visits per middle school, scheduled in sequence after the first three mathematics content training dates (see tentative schedule below). The site visits will include:
  - Mathematics classroom “walkthroughs” with site administrators
  - Direct classroom coaching support to teachers

**Tentative schedule for teacher training and site visit/coaching sequence**  
 (Group 1, 2, and 3 schools are listed below)

Mathematics content training date #1: Tuesday, October 4, 2011  
 Site visit #1 to Group 1 schools: Tuesday, October 11, 2011  
 Site visit #1 to Group 2 schools: Tuesday, October 18, 2011  
 Site visit #1 to Group 3 schools: Tuesday, October 24, 2011

Mathematics content training date #2: Tuesday, November 8, 2011  
 Site visit #2 to Group 1 schools: Tuesday, November 15, 2011  
 Site visit #2 to Group 2 schools: Tuesday, November 29, 2011  
 Site visit #2 to Group 3 schools: Tuesday, December 6, 2011

Mathematics content training date #3: Tuesday, January 10, 2012  
 Site visit #3 to Group 1 schools: Tuesday, January 17, 2012  
 Site visit #3 to Group 2 schools: Tuesday, January 24, 2012  
 Site visit #3 to Group 3 schools: Tuesday, January 31, 2012

Mathematics content training date #4: Tuesday, March 20, 2012

Mathematics content training date #5: Tuesday, May 15, 2012

<u>Group 1</u> Diablo View Pine Hollow Foothill	<u>Group 2</u> Glenbrook Valley View Sequoia Pleasant Hill	<u>Group 3</u> Oak Grove El Dorado Riverview
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Total of all training dates is 17 days (2 administrator trainings, 1 teacher date in August before the school year begins, 5 teacher dates during the school year, and 9 site visit dates during the school year). Any changes to the dates listed above shall be made by mutual agreement.

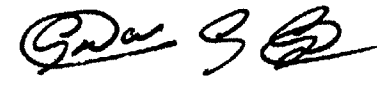
<b>ADMINISTRATOR:</b> Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607  510-986-6750 www.keenan.com	LICENSE # <b>0451271</b>  <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.</b>  <b>ENTITIES AFFORDING COVERAGE:</b>  ENTITY A: Northern California ReLIEF ENTITY B: Protected Insurance Program for Schools  ENTITY C: ENTITY D: ENTITY E:
<b>COVERED PARTY:</b> Alameda County Office of Education Alameda County Schools Insurance Group 313 West Winton Avenue Hayward CA 94544	

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY 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 HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	\$ 250,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	Included EACH OCCURRENCE
B	<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00217-06	7/1/2010 7/1/2011	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
 For use of facilities located at Mt. Diablo Unified School District by Alameda County Office of Education for site visitations and on site events through the coverage expiration date.

Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

<b>CERTIFICATE HOLDER:</b>  Mt. Diablo Unified School District Attn: Vonda Boucher 196 Carlotta Dr. Concord CA 94519	<b>CANCELLATION.....</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.  <div style="text-align: right;">                       Graham Grice                      AUTHORIZED REPRESENTATIVE                 </div>
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## DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Alameda County Office of Education Alameda County Schools Insurance Group	NCR 01710-02	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

Mt. Diablo Unified School District  
Attn: Vonda Boucher  
196 Carlotta Dr.  
Concord CA 94519

**As Respects:**

For use of facilities located at Mt. Diablo Unified School District by Alameda County Office of Education for site visitations and on site events through the coverage expiration date.

The Mt. Diablo Unified School District, its officers, officials, employees and volunteers are included as an Additional Covered Party.



\_\_\_\_\_  
Authorized Representative

Issue Date: 3/24/2011