



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 682-8000
AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 21 day of June, by and between the Mt. Diablo Unified School District (hereinafter "District") and Hatching Results, LLC hereinafter "Contractor").

RECITALS

WHEREAS, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

WHEREAS, District is authorized to enter into this Agreement pursuant to Government Code section 53060 or Public Contract Code section 20111, or both, as further set forth below.

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

AGREEMENT

1. Performance of Services.

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, 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 basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED & \$180,300**. The basis of the fee for Services shall be as follows:

District staff to check the applicable box.

\$ _____ per hour \$ _____ per day \$ _____ per engagement

District Staff to enter the complete Budget Code(s).

(a) 01 - 2600 - 1110 - 1000 - 27260 - 000 - 535 - 022 - 58/00 \$ \$180,300

(b) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

(c) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

3. **Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

District staff to check the applicable box.

- Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 07/01/2023. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.
- (b) **Termination for Cause.** 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. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

5. **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.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel

shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

- 6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of California Education Code section 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, Section 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 Board of Education of the District that such employee has not been convicted of a felony, as defined in Section 45125.1. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
- 7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
- 8. **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 the Services 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.
- 9. **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, its 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.

(a) **Coverage minimums shall be at least as broad as:**

District staff to check the applicable box.

(b) **Commercial General Liability (CGL).**

Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** 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 (with aggregate limit no less than **\$2,000,000**).

Agreements of \$25,000 or More. Insurance Services Office Form CG 0001 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 (with aggregate limit no less than **\$4,000,000**).

(c) **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.

For sole proprietors and small businesses using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle

- (d) **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. All California employers must provide workers' compensation benefits to their employees under California Labor Code Section 3700.
 - If the Contractor is a sole proprietor with no employees**, it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

- (e) **Other Coverages When Applicable.** (District staff to check applicable box(es)).
 - Professional Liability/Errors & Omissions Liability.** \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**
 - Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**
 - Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**

- (f) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. 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.

- (g) **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 and to the Sexual Abuse and Molestation policy, if applicable, 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.

- (h) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it 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.

- (i) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

INSURANCE REQUIREMENTS			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:			
Other:			
Initials of the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance in this Agreement.			
Superintendent or Designee	Date	General Counsel or Designee	Date

- 10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. 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.

- 11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 12. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- 13. **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:
 - i. Any notice personally given or sent by 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.

DISTRICT

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

CONTRACTOR

Business Name: Hatching Results, LLC
Attn: Danielle Duarte, Chief Operations Officer
Address 2907 Shelter Island Drive, #150-287
City/State/Zip San Diego, CA. 92106
Phone: 707-497-4398
Fax: _____
Email: danielle@hatchingresults.com
Tax ID #: 39-2061303

14. **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.
15. **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.
16. **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.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of Government Code section 1090 and the Political Reform Act and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
 - (a) Exhibit A – Description of Services, Timelines, and Partial Payment Schedule
 - (b) Exhibit B – Fingerprinting Certification
 - (c) Exhibit C – Workers’ Compensation Certification
 - (d) Exhibit D – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Hatching Results, LLC

Name of Company/Organization or Independent Contractor/Consultant

By: _____ Date _____ By: _____ Date _____
Signature of Principal/Budget Administrator Signature of Contractor/Consultant

Title: Stephanie Roberts, Director of Partnerships & MTSS Title: Danielle Duarte, Chief Operations Officer
Print Name and Title Print Name and Title

By: _____ Date _____
Signature of District Administrator (if applicable)

Title: Jennifer Sachs, Chief Educational Services
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: _____ Date _____
Signature of Superintendent or Designee

Title: Dr. Adam Clark, Superintendent
Print Name and Title

AGREEMENT ORIGINATOR. Prior to commencement of the services, sign and forward completed original agreement packet to Purchasing.

By:  Date 6/22/23
Signature of Originator Date

Title: Karen Doig, Administrative Secretary
Print Name and Title

Willow Creek Center
Site/Department Originating this Agreement

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

EXHIBIT A
**DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)**
(Note that all payments are generated from an invoice.)

1. SCOPE OF WORK.

2023-24 Academic Year

Professional Learning (" PL"): Six (6) days of onsite, in-person Professional Learning for school counselors, administrators,

and other critical partners. Includes 2 Professional Learning Specialists, pre-training consultation, " toolkit" slide presentations, " action period" activities, evaluation, and follow up reports. Two (2) consecutive days in fall, two (2) consecutive days in winter, and two (2) consecutive days in spring.

Consultation & Coaching: Eight (8) hours of virtual consultation with district leadership and/or school counselor leaders for strategic planning and consultative support.

Materials & Tools: School Counseling Program Handbook template with support for co-constructed development and roll out. One-hundred (100) copies of The Use of Data in School Counseling, 2e: Hatching Results (and So Much More) for Students, Programs, and the Profession (2021).

2024-25 Academic Year

Professional Learning (" PL"): Four (4) days of onsite, in-person Professional Learning for site leadership teams, school counselors, and other critical partners. Includes an hour of pre-training consultation, " toolkit" slide presentations, " action

period" activities, evaluation, and follow up reports. Two (2) consecutive days in fall, two (2) consecutive days in winter, and/or two (2) consecutive days in spring (choose two).

Program Assessment & Audit: Year Two School Counseling Program Implementation Fidelity Survey completed per school site with guidance & examples to assess progress on comprehensive, data-driven program implementation (approximately thirty-five to forty-five minutes) & overall district results presented.

Consultation & Coaching: Two (2) days of onsite, in-person Executive Coaching and Consultation that can be used in any combination of: site-level coaching; structured working team support/meetings; consultation with district leaders; school site visits; and/or our internal review of school counseling program artifacts (i.e. job descriptions, evaluations, etc.). Provided onsite, consecutive with Professional Learning days.

Materials & Tools: School Counseling Program Handbook with continued support for co-constructed development and assistance in getting the document approved by the school board (as requested).

Services will be provided by an expert consultant from the Hatching Results team, per agreement.

2. AMENDMENT OF SCOPE OF WORK.

Scope of work may be amended by written agreement of both the CONTRACTOR and the DISTRICT.

3. TIME OF COMPLETION.

CONTRACTOR agrees to complete all services contained within said scope of work by June 30, 2025.

4. AMOUNT OF PAYMENT.

DISTRICT shall pay the sum of 180,300 (\$99,800 for the 2023-24 academic year, and \$80,500 for the 2024-25 academic year) as full payment for services set forth herein. Upon mutual agreement of both parties, rates may be adjusted to reflect a significant shift in the scope of work.

5. PAYMENT SCHEDULE.

2023-24 Academic Year

Upon signature and execution of contract, CONTRACTOR will bill for 20% of the annual contract amount (\$19,960) to cover costs of books and materials, travel, training preparation time, etc. The remaining 80% will be billed in two (2) equal installments of \$39,920. DISTRICT will ensure payment is made to CONTRACTOR within 30 days of receipt of each invoice. Any outstanding installment payments past 60 days are subject to a late fee equal to 5% of the installment.

2024-25 Academic Year

CONTRACTOR will bill for 20% of the annual contract amount (\$16,100) at the beginning of the academic year to cover costs of materials, travel, training preparation time, etc. The remaining 80% will be billed in two (2) equal installments of \$32,200. DISTRICT will ensure payment is made to CONTRACTOR within 30 days of receipt of each invoice. Any outstanding installment payments past 60 days are subject to a late fee equal to 5% of the installment.

EXHIBIT B

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Contractor REQUIRED to complete)

1. One of the boxes below **must be checked**, and an executed copy of this form must be attached to the Independent Contractor Agreement (“Agreement”).

Contractor’s employees will have **NO CONTACT or interaction with District pupils** outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor’s services under this Agreement .

(Reflects changes in the law that limit waivers of fingerprint requirements only those who will have no contact with students. This certification should be required for all contracts, even those where the services will be conducted online).

Contractor’s employees **will have contact or interaction with District pupils** outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may have unsupervised interaction with District pupils during the course and scope of the Agreement is attached hereto.*

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

2. **Megan’s Law (Sex Offenders)**. Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **NOT** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: _____
Signature of Contractor or Authorized Representative Date

Title: Danielle Duarte, Chief Operations Officer
Print Name and Title

EXHIBIT C
WORKERS' COMPENSATION CERTIFICATION
(Contractor REQUIRED to complete.)

Labor Code section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract. Alternatively, I certify that I am a sole proprietor, have no employees, and am self-insured. I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: _____ Date _____
Signature of Contractor or Authorized Representative
Title: Danielle Duarte, Chief Operations Officer
Print Name and Title

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.

EXHIBIT D

DATA PRIVACY ADDENDUM

(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data)

This Data Privacy Addendum (“**Data Privacy Addendum**”) to the Agreement Between Mt. Diablo Unified School District and Independent Contractor (“**Independent Contractor Agreement**”) is entered into by and between Contractor and Mt. Diablo Unified School District (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

WHEREAS, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students (“**Student Data**”) that are covered by several state and federal privacy laws, including: the Family Educational Rights and Privacy Act (FERPA), the Children’s Online Privacy Protection Act (COPPA), Education Code section 49073.1, and the Student Online Personal Information Protection Act (SOPIPA). The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

- 1. Use.** Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
- 2. Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
- 3. Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.
- 4. Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

5. **Security.** Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. **Prohibited Use.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District’s written consent.
7. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: “What Happened,” “What Information was Involved,” “What We are Doing,” “What You Can Do,” and “Persons to Contact for More Information”; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) and assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall reimburse District for actual costs associated with notifying affected parties.
8. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
9. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

CONTRACTOR

By: _____
Signature of Contractor Date

Title: Danielle Duarte, Chief Operations Officer
Print Name and Title

AGREEMENT FOR PROFESSIONAL EXPERT/CONTRACTOR SERVICES

This agreement is made and entered into on Wednesday, June 21, 2023, by and between Mt. Diablo Unified School District, located at 1026 Mohr Lane, Concord, CA 94518, hereinafter known as "DISTRICT," and Hatching Results, LLC hereinafter referred to as "CONTRACTOR."

WHEREAS, the DISTRICT is desirous of having certain special services performed (training, consultation, coaching, keynote, evaluation, etc.); and WHEREAS, the CONTRACTOR is willing to perform such services, NOW THEREFORE, and in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

1. **SCOPE OF WORK.**

2023-24 Academic Year

Professional Learning ("PL"): **Six (6) days of onsite, in-person Professional Learning** for school counselors, administrators, and other critical partners. Includes 2 Professional Learning Specialists, pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. Two (2) consecutive days in fall, two (2) consecutive days in winter, and two (2) consecutive days in spring.

Consultation & Coaching: **Eight (8) hours of virtual consultation** with district leadership and/or school counselor leaders for strategic planning and consultative support.

Materials & Tools: **School Counseling Program Handbook** template with support for co-constructed development and roll out. **One-hundred (100) copies of *The Use of Data in School Counseling, 2e: Hatching Results (and So Much More) for Students, Programs, and the Profession* (2021).**

2024-25 Academic Year

Professional Learning ("PL"): **Four (4) days of onsite, in-person Professional Learning** for site leadership teams, school counselors, and other critical partners. Includes an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. Two (2) consecutive days in fall, two (2) consecutive days in winter, and/or two (2) consecutive days in spring (choose two).

Program Assessment & Audit: Year Two **School Counseling Program Implementation Fidelity Survey** completed per school site with guidance & examples to assess progress on comprehensive, data-driven program implementation (approximately thirty-five to forty-five minutes) & overall district results presented.

Consultation & Coaching: **Two (2) days of onsite, in-person Executive Coaching and Consultation** that can be used in any combination of: site-level coaching; structured working team support/meetings; consultation with district leaders; school site visits; and/or our internal review of school counseling program artifacts (i.e. job descriptions, evaluations, etc.). Provided onsite, consecutive with Professional Learning days.

Materials & Tools: **School Counseling Program Handbook** with continued support for co-constructed development and assistance in getting the document approved by the school board (as requested).

Services will be provided by an expert consultant from the Hatching Results team, per agreement.

2. **AMENDMENT OF SCOPE OF WORK.**

Scope of work may be amended by written agreement of both the CONTRACTOR and the DISTRICT.

3. **TIME OF COMPLETION.**

CONTRACTOR agrees to complete all services contained within said scope of work by June 30, 2025.

4. **AMOUNT OF PAYMENT.**

DISTRICT shall pay the sum of 180,300 (\$99,800 for the 2023-24 academic year, and \$80,500 for the 2024-25 academic year) as full payment for services set forth herein. Upon mutual agreement of both parties, rates may be adjusted to reflect a significant shift in the scope of work.

5. **PAYMENT SCHEDULE.**

2023-24 Academic Year

Upon signature and execution of contract, CONTRACTOR will bill for 20% of the annual contract amount (\$19,960) to cover costs of books and materials, travel, training preparation time, etc. The remaining 80% will be billed in two (2) equal installments of \$39,920. DISTRICT will ensure payment is made to CONTRACTOR within 30 days of receipt of each invoice. Any outstanding installment payments past 60 days are subject to a late fee equal to 5% of the installment.

2024-25 Academic Year

CONTRACTOR will bill for 20% of the annual contract amount (\$16,100) at the beginning of the academic year to cover costs of materials, travel, training preparation time, etc. The remaining 80% will be billed in two (2) equal installments of \$32,200. DISTRICT will ensure payment is made to CONTRACTOR within 30 days of receipt of each invoice. Any outstanding installment payments past 60 days are subject to a late fee equal to 5% of the installment.

6. **RECORDS.**

CONTRACTOR will maintain records with regard to work performed under this agreement in a form acceptable to DISTRICT. DISTRICT shall have the right to request records at any reasonable time.

7. **NON-ASSIGNABILITY.**

This agreement and the rights and duties thereunder shall not be assigned in whole or in part without the express written consent of DISTRICT.

8. **INSURANCE.**

DISTRICT shall not provide workers' compensation insurance coverage for CONTRACTOR. CONTRACTOR shall possess professional liability insurance and workers' compensation insurance.

9. **LOCATION OF WORK.**

CONTRACTOR services are to be performed at virtually/online and/or at location(s) TBD within DISTRICT.

10. **RESPONSIBILITIES.**

- CONTRACTOR will provide 100 copies of *The Use of Data in School Counseling: Hatching Results for Students, Programs and the Profession* (2014) or *The Use of Data in School Counseling: Hatching Results (and So Much More) for Students, Programs, and the Profession* (2nd ed., 2021).
- CONTRACTOR recommends attendees have a copy of *The ASCA National Model: A Framework for School Counseling Programs* (4th ed.).
- CONTRACTOR *does not* provide handouts of presentation or training materials but rather gives access to presentation, resources, and handouts online via LiveBinder or Google (LiveBinder access is available until six months after completion of contract only).
- DISTRICT will provide a PowerPoint Projector and, if more than 20 attendees, a wireless microphone for presenter/s.
- DISTRICT will secure a training room with enough space to meet the legal requirements and local recommendations for health and safety with appropriate screen(s) to adequately service expected number of attendees.
- DISTRICT will arrange room in such a way that attendees are forward facing with optimal viewing of speaker/screen at tables with enough room to utilize texts or other training materials.

11. **PROMOTIONAL USE.**

DISTRICT agrees that CONTRACTOR may identify the DISTRICT on its website, Facebook or Twitter account, and agrees to allow use of testimonials and results of attendees' training evaluations.

12. **TRAVEL COSTS.**

The Contract is inclusive; no actual travel costs are to be reimbursed except as otherwise set forth in this agreement. "Travel costs" include all actual and necessary expenses for air travel, hotels, ground transportation, parking, meals and mileage. With respect to any training session that CONTRACTOR is required to provide and/or attend under this Agreement, either in-person or virtually, that is either arranged, canceled, rescheduled or relocated by someone other than the CONTRACTOR with less than forty-five (45) days' notice, the CONTRACTOR shall add to its next invoice, and the DISTRICT shall reimburse to CONTRACTOR as invoiced, the following travel costs for each such training session:

- Any non-cancellable travel costs incurred by CONTRACTOR;
- If a travel cost is cancellable, any cancellation fees incurred by CONTRACTOR in cancellation thereof; and
- Any additional rush, premium, late or similar fees incurred by CONTRACTOR on travel costs incurred with less than forty-five (45) days' notice.

13. **CANCELLATION.**

This agreement may be canceled by DISTRICT or CONTRACTOR upon the provision of thirty (30) days advanced notice. In the event of a cancellation, DISTRICT agrees to pay CONTRACTOR for all work performed and travel-related expenses acquired to the date of cancellation.

14. **FUNDS AVAILABLE & AUTHORIZED.**

DISTRICT certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the DISTRICT'S current appropriation and limitation. CONTRACTOR understands and agrees that DISTRICT'S payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on DISTRICT receiving appropriations, limitations, or other expenditure authority sufficient to allow DISTRICT, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the DISTRICT fails to have sufficient appropriations, limitations, or other expenditure authority, DISTRICT may terminate this agreement without penalty or liability to the DISTRICT, effective upon the delivery of written notice to the CONTRACTOR, with no further liability to CONTRACTOR.

15. **HOLD HARMLESS & INDEMNIFICATION.**

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual, or allowed, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.



IN WITNESS WHEREOF, the parties hereto have executed this agreement in accordance with the laws of California on the day, month and year first above written.

SIGNATURES:

CONTRACTOR: **Danielle Duarte, Ed.L.D.**
Chief Operations Officer

DISTRICT: **Dr. Adam Clark**
Superintendent

Date

Date

Business Address:

Hatching Results, LLC
2907 Shelter Island Drive #150-287
San Diego, CA 92106
EIN #39-2061303
Office: (707) 497-4395
Fax: (888) 317-7602
admin@hatchingresults.com

District Address (Billing Purposes):

Attn: Karen Doig, Administrative Secretary
Mount Diablo USD
1936 Carlotta Drive
Concord, CA 94519-1397
(925) 682-8000 ext 6201
doigk@mdusd.org

POLICY NUMBER: 61 SBM BH6661



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE
CONCORD, CA 94519