

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 _____ day of June, 2019, by and between the Mt. Diablo Unified School District (hereinafter "District") and Dr. José Medina: Educational Solutions, LLC (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>25,000.00</u> for Services	<u>500</u> - <u>3164</u> - <u>34</u> - <u>5800</u>	\$ <u>25,000.00</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ _____
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ _____ per engagement.		

BUDGET CODE(S)

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 _____ . This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.
5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # _____

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

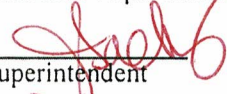
INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:


Limits: _____

Other: Presenter only has a \$100,000 auto policy. Please waive shortfall of auto insurance and Additional Insured Endorsement.

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:



Superintendent
Designee



General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

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

CONTRACTOR

Name: Dr. José Medina Educational Solutions, LLC
Attn: Dr. José Medina
Address: 11718 Leesborough Circle
Silver Spring MD 20902
Phone: (240) 366-5660
Fax: -
Tax ID #: 82-3401554

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

Purchase Requisition # _____

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Dr. José Medina: Educational Solutions, LLC

Name of Company/Organization or Independent Contractor/Consultant

By:

Carmen Garces 6/13/19
Signature of Principal/Budget Administrator Date

By:

Dr. José Medina June 15, 2019
Signature of Contractor/Consultant Date

Title:

CARMEN GARCES, Director
Print Name and Title

Title:

Dr. José Medina, Chief Ed. Advocate
Print Name and Title

Authorized and Approved by:

Superintendent or Designee

Date

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

Carmen Garces 6/13/19
Originator's Signature Date

Site/Department Originating this Contract

CARMEN GARCES, Director
Print Name of Originator and Title

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

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

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

The 4.0 days of dual language service during the 2019-2020 school year may consist of professional learning, technical assistance, and/or job-embedded coaching. Dr. Medina will collaborate with Mt. Diablo USD leadership to ensure that all services align with district needs. Any professional development session will already be a part of the Dr. José Medina: Educational Solutions menu of services.

The following are the dates of service:

- * December 2-3, 2019: School visits via the C6 Biliteracy Framework
 - > Dr. Medina will facilitate
 - > 6 direct contact hours, plus one hour for lunch

- * December 4, 2019: Dual language professional development with
 - > 3rd-5th grade teachers
 - > Dr. Medina will facilitate
 - > Up to 40 participants
 - > 6 direct contact hours, plus one hour for lunch

- * February 10, 2020: Dual language professional development
 - > All dual language teachers
 - > Dr. Medina + 1 additional facilitator
 - > Up to 80 participants
 - > 6 direct contact hours, plus one hour for lunch

For keynote addresses, there is no maximum number of participants. For workshop style sessions, the maximum number of participants is 40 people (for one facilitator). For job-embedded coaching, no more than 10 participants will be a part of the group.

The location of the professional development will be determined by the client and shared with Dr. José Medina: Educational Solutions in a timely fashion.

The fee for all services is \$25,000. This includes costs for all preparation and delivery of professional development services, and includes all travel expenses.

Dr. José Medina: Educational Solutions will invoice the client on:

- * December 4, 2019 - \$15,000
- * February 10, 2020 - \$10,000

Invoices are payable within 30 days of receipt of an invoice from Dr. José Medina: Educational Solutions. Please send payment to:

Dr. José Medina: Educational Solutions
11718 Leesborough Circle
Silver Spring MD 20902

This contract will be in effect from the date when the contract is signed until April 1, 2020.

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:		Dr. José Medina: Educational Solutions, LLC
Services to be performed under the Agreement:		Provide Professional Development for 4 days during the school year 2019-2020.
Schools/Locations where services will be performed:		Willow Creek Center
Total amount to be paid by the District under this Agreement:		\$ 25,000.00
Term of Agreement:		Valid up April, 2020
<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."

Dr. José Medina
Independent Contractor/Consultant Signature

Jennifer Sacks
Superintendent or Designee's Signature

Dr. José Medina June 15, 2019
Print Name Date
Independent Contractor/Consultant

Jennifer Sacks
Print Name Date
Superintendent or Designee's Signature

DR. JOSÉ MEDINA: EDUCATIONAL SOLUTIONS, LLC

11718 Leesborough Circle
Silver Spring, MD 20902
Phone: (240) 366-5660
Email: jose@drjosemedina.com



June 13, 2019

Client

José Espinoza
Assistant Superintendent, Elementary Schools
Mt. Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519
(925) 682-8000 Extension 4023
espinozaj@mdusd.org

Dear Mr. Espinoza,

Thank you for reaching out to Dr. José Medina: Educational Solutions. We are excited to submit this proposal for your review. The requested professional development services are described below.

Project Title

Serving the Needs of Emergent Bilingual Students in Dual Language Programs

Scope of Services

The 4.0 days of dual language service during the 2019 – 2020 school year may consist of professional learning, technical assistance, and/or job-embedded coaching. Dr. Medina will collaborate with Mt. Diablo USD leadership to ensure that all services align with district needs. Any professional development session will already be a part of the Dr. José Medina: Educational Solutions menu of services.

Dates

The following are the dates of service:

- December 2 – 3, 2019: School visits via the C6 Biliteracy Framework
 - Dr. Medina will facilitate
 - 6 direct contact hours, plus one hour for lunch
- December 4, 2019: Dual language professional development with



“Lo que se dice, se hace.”

- 3rd – 5th grade teachers
- Dr. Medina will facilitate
- Up to 40 participants
- 6 direct contact hours, plus one hour for lunch
- February 10, 2020: Dual language professional development
 - All dual language teachers
 - Dr. Medina + 1 additional facilitator
 - Up to 80 participants
 - 6 direct contact hours, plus one hour for lunch

Enrollment

For keynote addresses, there is no maximum number of participants. For workshop style sessions, the maximum number of participants is 40 people (for one facilitator). For job-embedded coaching, no more than 10 participants will be a part of the group.

Location

The location of the professional development will be determined by the client and shared with Dr. José Medina: Educational Solutions in a timely fashion.

Fee

The fee for all services is \$25,000. This includes costs for all preparation and delivery of professional development services, and includes all travel expenses.

Payment

Dr. José Medina: Educational Solutions will invoice the client on:

- December 4, 2019 \$15,000
- February 10, 2020 \$10,000

Invoices are payable within 30 days of receipt of an invoice from Dr. José Medina: Educational Solutions. Please send payment to:

Dr. José Medina: Educational Solutions
11718 Leesborough Circle



“Lo que se dice, se hace.”

Silver Spring, MD 20902

This contract will be in effect from the date when the contract is signed until April 1, 2020.

Session Handouts

The PDF of handouts created for the professional development workshop(s) will be emailed to the client one week prior to the first day of service.

Client Responsibilities

The client agrees to provide the following needed items to ensure a successful professional development:

- A projector or interactive board that includes audio
- A lapel microphone for any keynote address
- Chart paper
- For workshop style sessions, at each participants' table:
 - Markers, highlighters, post-it notes, and paper

Cancellation Policy

In the case of a cancellation or date change, the client will be responsible for reimbursement to Dr. José Medina: Educational Solutions for all unrecoverable expenses (such as travel costs and planning time) incurred for the specific training engagement.

Notice of cancellation or date changes on the part of the client for training/workshops, technical assistance sessions, or coaching days must be received in writing by email using the contact information in this Agreement.

Inclement Weather/Emergency Situations

Dr. José Medina: Educational Solutions reserves the right to postpone or cancel training/workshops in weather/emergency situations. Weather/emergency related postponements or cancellations will be rescheduled as soon as possible.

Copyright

Dr. José Medina: Educational Solutions is the owner and copyright holder of all materials developed by our staff and consultants for use in delivery of services under this Agreement.

Entire Agreement

This Agreement constitutes the entire understanding between the client and Dr. José Medina: Educational Solutions.

If you agree with the above terms and conditions, please email the signed contract to us. As soon as the signed contract is received, planning for the professional development services can begin and the dates for services can be locked in.



"Lo que se dice, se hace."

Thank you so much for allowing us to serve your stakeholders. Know that we are humbled by the opportunity.

APPROVED

Dr. José Medina: Educational Solutions

Signature Dr. José Medina

Print Name Dr. José Medina

Title CEO

Date June 13, 2019

ACCEPTED

Mt. Diablo Unified School District

Mt. Diablo Unified School District warrants that the person who is signing this Agreement on behalf of the Mt. Diablo Unified School District is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

Signature Jennifer Sachs

Print Name Jennifer Sachs

Title Executive Director, Instructional Support

Date June 27, 2019