

Purchase Requisition # _____

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 11th day of August, 2017, by and between the Mt. Diablo Unified School District (hereinafter "District") and Center for Applied Linguistics (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 \$ 20,844.00 for Services 500 - 3164 - 36 - 5800 \$ 20,844.00

The basis of the fee for Services shall be as follow _____ \$ _____

- a. \$ _____ per hour, _____ \$ _____
- b. \$ _____ per day, or _____ BUDGET CODE(S)
- 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.
- 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 31 August 2017. 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.

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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.

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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:	_____

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	_____ 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: Center for Applied Linguistics
Attn: Joel Gomez, President Inge Siggelkow
Address: 4646 40th Street
N.W., Washington D.C. 20016-1859
Phone: 202-355-1527
Fax: 202-363-7204
Tax ID #: 52-0807619

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

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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

Center for Applied Linguistics

By:

Carmen Garces 8/13/17
Signature of Principal/Budget Administrator Date

Name of Company/Organization or Independent Contractor/Consultant

By:

Joel Gomez 8/17/17
Signature of Contractor/Consultant Date

Title:

CARMEN GARCES, Director, English Learner Services
Print Name and Title

Title:

Joel Gomez, President
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.

Originator's Signature

Date

Site/Department Originating this Contract

Print Name of Originator and Title

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

<i>Distribution</i>
<i>original: Fiscal Services for payment</i>
<i>copy: Contractor</i>
<i>copy: 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 Center for Applied Linguistics (CAL) will provided 2 two-day sessions on the Foundations of Dual Language.

The workshop is designed for educators working in and/or supporting content instruction through the medium of more than one language in the elementary school classroom. The training, based on CAL's highly-acclaimed Guiding Principals for Dual Language Education, will provide dual language educators with research-aligned strategies and hands-on activities that promote bilingualism, biliteracy, and multicultural competence for their emergent bilingual students learning in English and a partner language.

Participants will engage in interactive activities that integrate language and content and promote mutual respect between and among students of varying linguistic and cultural backgrounds. The two-day Foundations of Dual Language Instruction workshop is designed for educators working in and/or supporting dual language elementary school classrooms, as well as school-level support staff. CAL encourages individuals, partner teachers, and teams serving in a variety of program models (e.g., 90/10, 50/50, one-teacher, two-teacher models) to attend. Through exploration of concrete instructional and classroom examples, participants will be invited to actively reflect on their current practices. In addition, opportunities will be provided for collaboration with colleagues in the design of research-alighted activities that participants will then be able to turn around and implement immediately in their own classrooms. This workshop is typically delivered in English.

Dates:

* Trip 1

- September 27 - Day 1 of DL Foundations for Group #1
- September 28 - Day 1 of DL Foundations for Group #2

* Trip 2

- November 8 - Day 2 of DL Foundations for Group #1
- November 9 - Day 2 of DL Foundations for Group #2

The training will take place in a location secured by MDUSD.

Each professional development session will have a maximum of 35 participants.

The firm, fixed price for the four days of professional development trainings is \$20,844. This price covers all professional services needed for the delivery of this professional development, including consultation, preparation and presentation and all travel expenses.

CAL will invoice Mt. Diablo Unified School District on:

- > September 29, 2017 in the amount of \$10,422
- > November 10, 2017 in the amount of \$10,422

Invoices are payable within 30 days of receipt of an invoice from CAL.

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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:		Center for Applied Linguistics
Services to be performed under the Agreement:		4-day Professional Development
Schools/Locations where services will be performed:		Willow Creek Center
Total amount to be paid by the District under this Agreement:		\$ 20,844.00
Term of Agreement:		
<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	<input type="checkbox"/>	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	<input type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Independent Contractor/Consultant Signature

Joel Gomez, President

Print Name

Independent Contractor/Consultant

Date

8/17/17

Superintendent or Designee's Signature

Print Name

Superintendent or Designee's Signature

Date



CENTER FOR APPLIED LINGUISTICS

4646 40TH STREET NW • WASHINGTON DC 20016-1656 • (202) 367-6700 • Fax (202) 367-3740 • www.cal.org

July 21, 2017

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,

The Center for Applied Linguistics (CAL) is pleased to submit this proposal to offer professional development to Mt. Diablo Unified School District (MDUSD).

Description of Services Provided

- Foundations of Dual Language (2 two-day sessions, 2 trips)

Description of Services Provided

This workshop is designed for educators working in and/or supporting content instruction through the medium of more than one language in the elementary school classroom. The training, based on CAL's highly-acclaimed *Guiding Principles for Dual Language Education*, will provide dual language educators with research-aligned strategies and hands-on activities that promote bilingualism, biliteracy, and multicultural competence for their emergent bilingual students learning in English and a partner language.

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 - September 28 - Day 1 of DL Foundations for group #2
- Trip 2
 - November 8 - Day 2 of DL Foundations for group #1
 - November 9 - Day 2 of DL Foundations for group #2

Location

The training will take place in a location secured by MDUSD.

Enrollment

Each professional development session will have a maximum of 35 participants.

Project Staff

- Dr. José Medina, CAL Solutions Director of Dual Language and Bilingual Education, will serve as the Project Director.
- A CAL DL Specialist will facilitate the professional development.
- Marilyn Raphael and Leo Vizcarra will assist with project preparation.

Mt. Diablo Unified School District Project Representative

MDUSD has designated Carmen Garces, to be the contact for matters related to services. Questions and correspondence should be directed to

(address) 1026 Mohr Lane (phone) 925-682-8000 (email) garcesca@mdusd.org
Concord Ca-94518 ext. 6218

Mt. Diablo Unified School District Project Representative

MDUSD has designated Jocelyn Tibayan as the Administrative Representative who shall be responsible for the contractual and administrative aspects of the agreement.

Questions and correspondence of an administrative nature should be directed to
(address) 1026 Mohr Lane (phone) 925-682-8000 (email) Tibayan.J@mdusd.org
Concord Ca-94518 6217

CAL Project Representative

CAL has designated Dr. José Medina as its Project Representative who shall be responsible for the programmatic aspects of the Agreement. Questions and correspondence of a programmatic nature should be directed to the Project Representative at the Center for Applied Linguistics, 4646 40th Street, N.W., Washington, D.C. 20016-1859, (202) 355-1547, jmedina@cal.org.

CAL Administrative Representative

CAL has designated Inge Siggelkow as the Administrative Representative who shall be responsible for the contractual and administrative aspects of the agreement. Questions and correspondence of an administrative nature should be directed to the Administrative Representative at the Center for Applied Linguistics, 4646 40th Street, N.W., Washington, D.C. 20016-1859, (202) 355-1527, contracts@cal.org.

CAL Capabilities Statement

The Center for Applied Linguistics (CAL) is a private, non-profit organization involved in the study of language and the application of linguistics to educational, cultural, and social concerns. CAL's mission is to improve education through better understanding of language and culture. Established in 1959, CAL has earned an international reputation for the quality of its work in language-related information collection, analysis, and dissemination; linguistic research that addresses the needs of the classroom; direct technical services to language programs; professional development; and needs assessments and program evaluations. For current information about CAL projects and products, visit our Web site at www.cal.org/solutions

Training/Workshop Host

The district agrees to ensure that the following is provided:

- Make all necessary arrangements for the training site including AV equipment (LCD Projector, screen, microphones, speakers and Internet access)
- Provide boxes of colored markers and scrap paper on each participant table
- Provide appropriate space and set up for cooperative learning
- Arrange for meals for participants during the training (whether on own or provided).
- Print, deliver to the training site, and distribute all workshop handouts (to be emailed by CAL one week before the workshop)

Cost

The firm, fixed price for the four days of professional development trainings is \$20,844. This price covers all professional services needed for the delivery of this professional development, including consultation, preparation and presentation, and all travel expenses.

Payment

CAL will invoice Mt. Diablo Unified School District on:

- September 29, 2017 in the amount of \$10,422
- November 10, 2017 in the amount of \$10,422

Invoices are payable within 30 days of receipt of an invoice from CAL. Please send payment to

Accounts Receivable
Center for Applied Linguistics
4646 40th St. NW
Washington, DC 20016

This cost proposal will be in effect from the date when the cost proposal is signed until December 1, 2017.

Cancellation Policy

In the case of a cancellation or date change, Mt. Diablo Unified School District will be responsible for reimbursement to CAL for all unrecoverable expenses (such as travel costs and planning time) incurred by CAL for the specific training engagement.

If the assigned CAL trainers cannot provide the services as scheduled, CAL will make every effort to provide a qualified, alternative trainer for the scheduled dates. If this cannot be arranged, CAL will reschedule the training based on consultation with the district.

Notice of cancellation or date changes on the part of Mt. Diablo Unified School District for training/workshops must be received in writing by fax, email, or regular mail using the contact information in this Agreement.

Inclement Weather/Emergency Situations

Due to inclement weather or an emergency situation, if notice of cancellation is given at least 24 hours prior to the training workshop (and before the trainer has begun travel), there will be no charge for the on-site training costs and time. However, Mt. Diablo Unified School District will be responsible for any travel or training expenses incurred by the trainer that cannot be refunded and for their planning time to date.

CAL reserves the right to postpone training/workshops in weather/emergency situations. Weather/emergency related postponements will be rescheduled as soon as possible based on the current training schedule.

Copyright

CAL is the owner and copyright holder of all materials developed by CAL staff and consultants for use in delivery of services under this Agreement. Mt. Diablo Unified School District may not develop on-line versions of CAL materials without the express permission of CAL.

Recording

CAL does not permit videotaping or audio recording of training/workshops.

Entire Agreement

This Agreement constitutes the entire agreement and understanding between Mt. Diablo Unified School District and CAL, and supersedes any prior oral or written agreements or understandings, if any. Any changes or modifications shall be accomplished by a written amendment to this Agreement executed by the duly authorized representatives of the parties.

If you agree with the above terms and conditions, please sign two copies of this Agreement, keep one copy for your records, and return one to me with a Purchase Order number on or before August 1, 2017.

We appreciate your selection of CAL for professional services, and we look forward to working with you and your district staff.

Sincerely,

Dr. José Medina, Director
Dual Language and Bilingual Education

Center for Applied Linguistics
Email: jmedina@cal.org
Tel. 202-355-1547
Web: www.cal.org/solutions

Description of Services Provided

- Foundations of Dual Language (2 two-day sessions, 2 trips)

Dates

- Trip 1
 - September 27 - Day 1 of SL for group #1
 - September 28 - Day 1 of SL for group #2
- Trip 2
 - November 8 - Day 2 of SL for group #1
 - November 9 - Day 2 of SL for group #2

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

Mt. Diablo Unified School District affirms the source of funds is:

Federal Non-federal

Approved for
Center for Applied Linguistics

Joel Gomez
Signature

Joel Gomez
Name Printed

President
Title

8/17/17
Date

Mt. Diablo Unified School District

Carmen Garces
Signature

Carmen Garces
Name Printed

Director, EL Services
Title

8/08/17
Date