

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 3rd day of July, by and between the Mt. Diablo Unified School District (hereinafter "District") and Priscilla Hopkins, Partners for Education Excellence (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>31,625.00</u> for Services	<u>271</u> - <u>0930</u> - <u>10</u> - <u>5800</u>	\$ <u>6,900.00</u>
The basis of the fee for Services shall be as follow	<u>273</u> - <u>3070</u> - <u>10</u> - <u>5800</u>	\$ <u>19,550.00</u>
a. \$ _____ per hour,	<u>280</u> - <u>0701</u> - <u>10</u> - <u>5800</u>	\$ <u>5,175.00</u>
b. \$ _____ per day, or	BUDGET CODE(S)	
c. \$ <u>1,150.00</u> 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 Sept. 13, 2018. 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 or his/her 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	CONTRACTOR
Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519-1397 Attn: Superintendent	Name: <u>Partners for Educational Excellence</u> Attn: <u>Priscilla Hopkins</u> Address: <u>269 Woodland Ave</u> <u>San Rafael, CA 94907</u> Phone: <u>(415) 457-3521</u> Fax: _____ Tax ID #: <u>26-3216191</u>

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

By: _____
 Signature of Principal/Budget Administrator Date

Title: _____
 Print Name and Title

Priscilla Hopkins, Partners for Educational Excellence
 Name of Company/Organization or Independent Contractor/Consultant

By: Priscilla Hopkins Aug 31, 2018
 Signature of Contractor/Consultant Date

Title: Priscilla Hopkins / Consultant
 Print Name and Title

Authorized and Approved by:

 Superintendent or his/her 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

SCOPE OF WORK:

1. Provide 5 sessions of Instructional Rounds and 1 consultation day at Pleasant Hill= 6 days.
2. Provide 4 sessions of instructional Rounds and ½ day of consultation for Sequoia=4 ½ days.
3. Provide 8 sessions of Instructional Rounds and Teachers Teaching Teachers, 5 all day leadership team facilitations, 4 ½ day leadership team meetings, 2 consultation days at Riverview. =17 days
4. Consult with staff/each Principal/Admin team regarding agenda prior to school visit.
5. Debrief with each Principal/teacher leaders as requested.
6. Provide all needed materials for workshops.
7. Provide all necessary follow-up, feedback, recommendations to Principals and District office Support teams.
8. Consult with District support staff as requested to monitor progress.

Riverview	Pleasant Hill	Sequoia
Sept. 13	Sept. 21	Sept. 25
Oct. 3, 11	Oct. 19	Oct. 16
Nov. 7,20	Nov. 29	Nov. 3
Dec. 5,13	Feb. 14	Dec. 11
Jan, 23, 31	Mar. 14	
Feb 20, 28	April. 12	
March, 20, 26		
April 18, 24		
May 22		
June 20		

Pleasant Hill Middle School: Total Cost: \$6,900.00, Budget Code: 271.0930.10.5800

Riverview Middle School: Total Cost: \$19,550.00, Budget Code: 273.3070.10.5800 (spsa 2.5)

Sequoia Middle School: Total Cost: \$5,175.00, Budget Code: 280.0701.10.5800

Compensation:

27 1/2 site based sessions at \$1,150.00 per day + \$31,625.00 to be paid in full June 16, 2019.

EXHIBIT B

Contractor REQUIRED to Complete

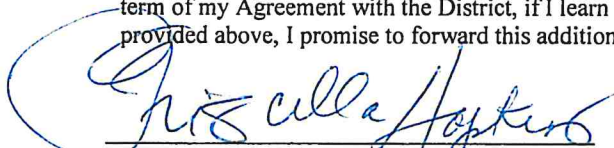
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check


Name of Independent Consultant/Contractor:	Priscilla Hopkins, Partners for Education Excellence
Services to be performed under the Agreement:	Instructional Rounds & Consultation Days
Schools/Locations where services will be performed:	Pleasant Hill MS - 7 days Sept 2018 - June 2019 Riverview Ms - 17 days Sept 2018 - June 2019 Sequoia MS - 4 1/2 days Sept - Dec 2018
Total amount to be paid by the District under this Agreement:	\$ 31,625.00
Term of Agreement:	Sept 13, 2018 to June 20, 2019
<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



 Print Name

 Superintendent or his/her Designee's Signature

 Print Name

 Date

 Date

Independent Contractor/Consultant

Superintendent or his/her Designee

Sept 31, 2018

POLICY CHANGE (Continued)

Policy Number: 57 SBA BK6621

Policy Change Number: 001

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN
THIS POLICY.

LOCATION 001 BUILDING 001

ADDITIONAL INSURED #1 - OWNERS, LESSEE OR CONTRACTORS IS ADDED

FORM SS4170 SS4171

NAME MOUNT DIABLO SCHOOL DISTRICT

ADDRESS 1936 CARLOTTA DRCONCORD, CA 94519

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:

SS 41 70 06 11 SS 41 71 06 11



CSAA Insurance Exchange
 P.O. Box 22221
 Oakland, CA 94623-2221

Automobile Policy Declarations

Please keep with your policy. See Important Notice on reverse.

For questions or changes call: (800) 922-8228

1. Name and Address of Insured

PRISCILLA HOPKINS
 269 WOODLAND AVE
 SAN RAFAEL, CA 94901-6016

POLICY INFORMATION	Declarations Type	Renewal Certificate	Process Date	07-24-2018
	Policy Number	CAAS200008228	Insured Since	2011
	Your Policy Period	From	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.	
		To	12:01 A.M. Standard Time at the address of the Named Insured.	

Alternate Address: Retired Occupation: Retired Alternate Number: Telephone Number: (415) 457-3521

VEHICLES	Item	Make	Model Yr	Body Type	Vehicle Identification No.	DRIVERS	Name
	1	SUBARU	2017	SUV	JF2SJARC1HH510624		PRISCILLA

Drivers do not necessarily correspond to principally operated vehicles.

Coverage	Liability Limits		Item 1		Deductible	Premium	Deductible	Premium	Deductible	Premium
	Each Person	Each Occurrence	Deductible	Premium						
Bodily Injury	1,000,000	1,000,000		\$318						
Medical Payments	No Coverage		No Coverage							
Uninsured Motorists	1,000,000	1,000,000		\$103						
Property Damage		1,000,000		\$392						
Comprehensive Actual Cash Value Less Deductible			100	\$91						
Full Comprehensive Safety Glass Endorsement (\$0 deductible)			NO COV							
Collision Actual Cash Value Less Deductible			250	\$813						
Enhanced Transportation Expense \$25 per day/\$750 aggregate				\$28						
All Risks Actual Cash Value Less Deductible			No Coverage							
Vehicle Loan/Lease Protection Endorsement			No Coverage							
New Car Added Protection Endorsement			No Coverage							
Original Equipment Manufacturer Parts (OEM) Endorsement			No Coverage							
Ride-sharing Coverage Endorsement			No Coverage							
TOTAL PREMIUM PER VEHICLE >				\$1,745						
* Automobile Death Benefits \$15,000 per deceased insured person										Premium

Premium Summary
 This is not a bill.
 CA Surcharge: \$0
 CA Special Fraud Assessment Fee: \$1.76
 Total Premium: \$1,746.76
Total Premium shown is for the Member Advantage™ Program.

EXCLUSIONS
 There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle:
 None

CHANGES
 Schedule of Changes

	Item	Rated Driver	Driv Safety Record	Yrs Driv Exp	Prior Ann Miles	Future Ann Miles	Veh Garage Zip	Vehicle Usage	Gender	Marital	
DISCOUNTS/MESSAGES	1	PRISCILLA	0 Pt	53	7,866 Mi	8,333 Mi	94901	Pleasure	F	S	See final page for explanation of codes.
	Discounts: Mature Driver: None. Good Driver: Item(s) 1. Multi Policy home: Item(s) 1.						Multi Car: None. New Driver: None. Good Student: None.				
LOSS PAYEE(S)	Item 1	JP MORGAN CHASE PO BOX 901098 FT WORTH TX 76101								You may qualify for other products and discounts. For more info call your Insurance Agent Judy L Avila (415) 488-2924	

IMPORTANT NOTICE: THIS IS A PART OF YOUR DECLARATIONS

The insurance afforded is only with respect to such of the preceding coverages as are indicated by specific premium charge or charges. The limit of the Exchange's liability under each such coverage shall be as stated herein, subject to all the terms of the policy. The purpose for which the automobile is to be used is pleasure or business, subject to the exclusions in the policy, including the exclusion for wholesale and retail delivery.

RENEWAL CERTIFICATE - Extends this policy for the period shown under Policy Period upon payment of the premium.

AMENDED DECLARATIONS - In consideration of the premium adjustment indicated herein this policy is hereby amended only with respect to such changes as are indicated in the schedule of changes. The limit of the Exchange's liability under such amended coverage shall be as stated herein.

LOSS PAYEE(S) - Any loss under Physical Damage coverages is payable as interest may appear to the named insured and the Loss Payee in accordance with the loss payable agreement.

RATING INFORMATION DISCLOSURE EXPLANATION

(From Discounts/Messages Section on Previous Page)

ITEM (ITEM NUMBER): Item number is the number assigned to the vehicle shown on the Declarations.

RATED DRIVER: The driver assigned to a vehicle whose attributes (e.g., years driving experience, driving safety record, gender, and marital status) are used to develop the premium.

DRIV SAFETY RECORD (DRIVING SAFETY RECORD): The total number of points assessed the driver for "principally at fault chargeable accidents" with or without injury and/or vehicle code violation convictions (tickets). A "principally at fault chargeable accident" occurs when the driver of a vehicle is at least 51% at fault for an accident and the total monetary damages (whether paid or not) in the accident exceed:

- \$750 or the accident resulted in death for losses occurring prior to 12/11/11
- \$1,000 or the accident resulted in death for losses occurring 12/11/2011 or after

Additional information on the number and types of incidents can be provided on request. Carriers use different point count systems for rating purposes. The number of points shown on your declarations would not necessarily match the number of points assigned by another carrier.

YRS DRIV EXP (YEARS DRIVING EXPERIENCE): The number of years a driver has been licensed to drive a motor vehicle anywhere in the world. However, a driver must have at least 18 months current driving experience in the United States, U.S. Territories, or Canada, before foreign country driving experience can be counted.

PRIOR ANN MILES (PRIOR ANNUAL MILES DRIVEN): The estimated number of total miles a vehicle was driven during the year just past.

FUTURE ANN MILES (FUTURE ANNUAL MILES DRIVEN): The estimated number of total miles a vehicle will be driven in the coming year.

VEH GARAGE ZIP (VEHICLE GARAGED ZIP CODE): The ZIP code of the location where the vehicle is garaged.

VEHICLE USAGE: Vehicles are assigned to one of five usage designations: Business Use, Work Commute, Farm Use, Farm Business Use or Pleasure.

GENDER: "M" stands for Male and "F" stands for Female.

MARITAL (MARITAL STATUS): "M" stands for Married, and "S" stands for Single.

DISCOUNTS: A reduced rate applies for each Discount listed.

PARTNERS FOR EDUCATIONAL EXCELLENCE

PRISCILLA HOPKINS JUNE 21, 2018

Sandra Barnhart
Assistant to Jonathan Eagan

Below is the scope of work you requested in advance of a contract.

SCOPE OF WORK:

1. Provide 5 sessions of Instructional Rounds and 1 consultation day at Pleasant Hill= 6 days.
2. Provide 4 sessions of instructional Rounds and ½ day of consultation for Sequoia=4 ½ days.
3. Provide 8 sessions of Instructional Rounds and Teachers Teaching Teachers, 5 all day leadership team facilitations, 4 ½ day leadership team meetings, 2 consultation days at Riverview. =17 days
4. Consult with staff/each Principal/Admin team regarding agenda prior to school visit.
5. Debrief with each Principal/teacher leaders as requested.
6. Provide all needed materials for workshops.
7. Provide all necessary follow-up, feedback, recommendations to Principals and District office Support teams.
8. Consult with District support staff as requested to monitor progress.

Intended Outcomes:

Instructional Rounds is a clinical process of observation, description, analysis and theory making. We identify strong and replicable instructional practices and recommend a next level of practice. We follow a disciplined protocol to assure that the classroom observations are not viewed or experienced as evaluation.

Participants learn how to take anecdotal classroom notes, follow an analysis format, have a targeted instructional conversation, summarize an instructional snapshot and coach for next level of practice.

By practicing the Instructional Rounds protocol; it is also expected that participants will develop a common instructional language. Participants reflect on their own personal instructional leadership and formulate commitments and next steps. Strengthening a culture of adult learning and continuous growth based on transparency and trust is an outcome that is usually achieved also.

Compensation:

27.5 site based sessions. @ \$1,150. Per day = \$31,625.00 to be paid in full June 16, 2019

Sincerely,
Priscilla Hopkins