

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND
CONSULTANT

THIS AGREEMENT, made and entered into this 24th day of April, 2018, by and between the MT. DIABLO UNIFIED SCHOOL DISTRICT (“District”) and R.J. Powell Consultants (“Consultant”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the District wishes to retain and pay Consultant an amount not to exceed \$350 per hour, for a maximum of \$7,330.00 in fees and costs, for the purpose of conducting reviews, preparing confidential reports, and proposing recommendations with regard to: 1) equal educational opportunity for Sunrise Elementary School students; 2) policies, practices, and procedures for moving a Sunrise Elementary School student to a more or less restrictive environment; 3) appropriate training of District personnel regarding serving the needs of Sunrise Elementary School students; and 4) policies, practices, and procedures for receiving and reviewing complaints from guardians and parents of Sunrise Elementary School students regarding perceived or actual retaliation for educational advocacy (collectively, “Services”), in accordance with paragraph 5 of the Amendment to the Structured Negotiations Agreement signed by District and Disability Rights California, American Civil Liberties Union Foundation, and Disability Rights Education and Defense Fund (“Class Counsel”) on or about November, 2017 (“Structured Negotiations Agreement”); and

WHEREAS the Consultant, by his signature, herein certifies that he is qualified, experienced, and where required, duly licensed, to provide the above-referenced Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

MATTERS OF AGREEMENT

1. Scope. Consultant is hereby retained to conduct the Services as otherwise specified in the "Recitals" portion of this Agreement with regard to the "Separate school programs and equal educational opportunities for Sunrise Elementary School students", as set forth in paragraph 5(a)(ii) of the Structured Negotiations Agreement and this contract.

2. Independent Contractor. This Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. At no time during the term of this Contract shall the Consultant be considered an employee of the District, or otherwise authorized to represent any interest of the District. Consultant understands and agrees that he shall not be considered an officer, employee, or agent of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District, including but not limited to, State Unemployment Compensation Insurance, Workers' Compensation, disability insurance, vacation, or sick pay. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. This Agreement shall not confer upon Consultant any power or authority to speak for, or act on behalf of, the District as its agent.

3. Expenses and Fees. Payment of fees and expenses to Consultant for the Services to be provided by this Agreement shall be in the amount not to exceed \$20,000.00. Consultant must submit an invoice for the Services provided pursuant to this Agreement to the District's Business Office located at 1936 Carlotta Drive, Concord, CA 94519. Payment shall be made in accordance with the District's policy for payment.

4. Insurance. For the duration of this Agreement, Consultant agrees to carry the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services herein. 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. 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 Two Million Dollars (\$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.

b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

d. Professional Liability/Errors & Omissions Liability: if applicable, One Million Dollars (\$1,000,000) per occurrence.

Waive.
consultant is
sole
proprietor.

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

5. Additional Insurance Provisions. The insurance policies referenced in paragraph 4 of this Agreement shall contain, or are to be endorsed to contain, the following provisions:

a. Additional Insured Status: The District, its officers, officials, employees, and volunteers are to be named as additional insureds by endorsement to the CGL policy with respect to liability arising out of the Services performed by or on behalf of the Consultant.

b. Primary Coverage: For any claims related to this Agreement, Consultant'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 Consultant's insurance and shall not contribute with it.

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

6. No Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

7. Confidentiality. Consultant acknowledges that, during the term of this Agreement, Consultant will have access to privileged and confidential knowledge, data, files, records, materials and information, including, but not limited to, confidential student records (collectively, the "Confidential Information"). Consultant shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of District employment and student records and information which Consultant may have access to in the course of performing services under this Agreement. This includes, but is not limited to, compliance with the Federal Education Rights and Privacy Act ("FERPA") and any and all applicable federal and state confidentiality laws. Consultant covenants and agrees to keep all Confidential Information confidential and not to disclose Confidential Information directly or indirectly during, or subsequent to, the term of this Agreement. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all Confidential Information received in the course of performing the services authorized under this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Any unauthorized use of the Confidential Information will constitute a

wrongful usurpation of the Confidential Information by Consultant. The Consultant hereby agrees to forever hold the Confidential Information in strict confidence and secret. Consultant additionally agrees that any reports, recommendations, and/or opinions generated by Consultant shall only be shared with District and Class Counsel and are not admissible in any litigation, absent express written agreement of District and Class Counsel. While the Consultant may prepare a confidential Executive Summary of his findings to assist the District and Class Counsel in connection with the Structured Negotiations Agreement, Consultant agrees that such Executive Summary shall only be shared with District and Class Counsel and shall not be admissible in any other forum, including litigation, absent express written agreement of District and Class Counsel.

8. Availability. Consultant agrees to be available, to the extent reasonably feasible, to confer with District and with Class Counsel per the District's and/or Class Counsel's reasonable request, as outlined in paragraph 5(d) of the Structured Negotiations Agreement.

9. Access to Sunrise Elementary School Staff, Students, and Records. During the term of this Agreement, Consultant shall have reasonable access to all staff and facilities at Sunrise Elementary School, records of current and former Sunrise Elementary School students as authorized by law, and other records as authorized by law as needed to develop Consultant's opinion(s) and prepare Consultant's report. If Consultant requests access to staff and facilities at any other District site, access to the records of other District students and/or requests to interview any District students, Consultant agrees to confer with the District and Class Counsel regarding such request(s). Consultant agrees that he shall not contact and/or interview any student under the age of majority without the written consent of the parent/guardian and the written consent of District. Consultant agrees that a District representative shall be present at such interviews as agreed upon with the interviewees and Consultant.

10. Completion Date. The Services completed herein shall be completed no later than June 2, 2017.

11. Monthly Updates. Consultant shall provide monthly updates to District counsel and Class Counsel regarding the status of each report prior to its completion. The District and Class Counsel shall confer with Consultant to determine the form and manner of these updates, which can be via teleconference.

12. Compliance with Laws. The Services herein performed must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such Services.

13. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Other Consulting Agreements. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration as an employee of another public agency for the actual time in which services are actually being performed by Consultant pursuant to this Agreement.

15. Indemnification. Consultant agrees to and shall hold harmless and indemnify the District, officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person,

firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the Services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability or damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

Consultant shall defend, indemnify, protect, defend and hold the District, its Board, officers, employees, agents, volunteers and attorneys harmless for all loss, liability, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and associated costs) arising from or related to the performance of the Services by Consultant pursuant to this Agreement.

This indemnification and hold harmless provision shall survive the termination of this Agreement and shall be binding until such time as an action, which may be brought against the District, is absolutely barred by the applicable statute of limitations.

However, notwithstanding the above, in its sole discretion, the District may participate in the defense of any claim, action or proceeding, brought against it utilizing legal counsel that is

mutually agreed upon by the District and Consultant; however, such participation shall not relieve the Consultant of any obligation imposed pursuant to this Agreement. The District will provide advance notice to the District regarding any and all claims to be defended. The Consultant shall cooperate fully with the District in the defense of any and all claims.

16. No Unlawful Discrimination. Consultant shall not discriminate against any person because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, or sexual orientation. This prohibition against unlawful discrimination extends to any person who is perceived to have any of the above characteristics or who is associated with someone who has, or who is perceived to have, any of those characteristics.

17. Notices. Any notices herein provided to be given by either party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

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

R.J. Powell Consultants

18. Term and Termination of the Agreement. This Agreement will become effective upon full execution thereof by the District and Consultant. This Agreement will terminate upon the completion of the Services set forth in the Recitals portion of this Agreement. Either party may also terminate this Agreement without cause with sixty(60) days notice to the other party.

19. Fingerprint, Criminal Background Check, and Tuberculosis Clearance. Consultant certifies that Consultant or any employees of Consultant performing services under this Agreement have been cleared by a fingerprint check performed by the California Department of Justice and are not prohibited by law from being employed by Consultant or having contact with students pursuant to applicable State and federal law. Consultant will submit to District a

photocopy of the criminal background or fingerprint check reports for Consultant prior to Consultant having contact with students. Consultant certifies that an examination for tuberculosis has been conducted and completed on Consultant and/or Consultant has completed a TB Risk Assessment Questionnaire in accordance with the requirements of California Education Code section 49406 before Consultant has contact with Student under this Agreement. Consultant shall provide the District with a completed TB Risk Assessment Questionnaire and/or Tuberculosis Test clearance for Consultant as required under applicable state and federal law, before starting the assessment of Student under this Agreement. Consultant shall provide District with the verified dates of fingerprint clearance, Department of Justice clearance, and Tuberculosis Test clearance for Consultant prior to Consultant providing Services per this Agreement. Consultant shall immediately, and in no circumstances longer than three (3) calendar days, provide to District updated information regarding the status of Consultant's licenses, certifications, credentials, permits and/or other documents of any known changes.

20. Copies of Agreement. This Agreement may be executed in one or more counterparts, each of whom shall be deemed to be a duplicate original and all such counterparts together shall constitute one and the same instrument.

21. Entire Agreement of the Parties. This Agreement and the terms herein stated shall constitute the entire agreement between the Consultant and the District. There are no other agreements or understandings written or oral. This Agreement may not be amended except as executed in writing as a modification hereto which shall be signed and acknowledged by both Parties to this Agreement, and must be duly authorized, approved, or ratified by the District's Board.

22. If any provision of this Agreement is rendered unenforceable for any reason, the remaining provisions of this Agreement shall remain unaffected thereby.

23. Independent Counsel Review. Consultant acknowledges that he has had the opportunity to be represented by independent legal counsel of his own choosing regarding this Agreement. Consequently, the Parties agree that this Agreement shall be construed as mutually drafted by the Parties, with no presumption that this Agreement was drafted by any one party or the other.

24. California Law. The Parties agree and consent that the jurisdiction for any dispute arising from this Agreement shall be in the State of California, County of Contra Costa. Such courts shall have exclusive jurisdiction to hear and decide any issue, dispute or controversy arising from this Agreement.

25. 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.

26. 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 caused this AGREEMENT consisting of 11 typewritten pages to be executed.

CONSULTANT: RJ Powell Consultants

Signed: _____

Title: President/CEO

Date: 4/24/2018

DISTRICT: MT. DIABLO UNIFIED SCHOOL DISTRICT

Signed: 

Title: Executive Director, Special Ed.

Date: 4-27-18

Ronald J. Powell, Ph.D.
RJ Powell Consultants
13478 Delaware Rd,
Apple Valley, CA 92308

11/29/2017

Mt. Diablo Unified School District
Special Education Department
1936 Carlotta Drive
Concord, CA 94519-1397

Re: Fingerprint and TB Clearance

To Whom It May Concern,

This letter is to inform Mt. Diablo Unified School District that I have been fingerprinted with the Department of Justice on March 13, 1998 and am in compliance with the TB clearance requirements of law to work at Sunrise Elementary School.

If you have any questions, I can be reached at the number below.

Sincerely,

A handwritten signature in cursive script, appearing to read 'R. J. Powell', written in dark ink.

Ronald J. Powell, Ph.D.
RJ Powell Consultants
(760) 628-4793



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA	PHONE (A/C, No, Ext): (888) 202-3007
520 Madison Avenue	FAX (A/C, No):
32nd Floor	E-MAIL ADDRESS: contact@hiscox.com
New York, NY 10022	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Hiscox Insurance Company Inc
RJ Powell Consultants, Inc.	INSURER B:
13478 Delaware Rd	INSURER C:
Apple Valley	INSURER D:
CA 92308	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		UDC-2115545-BOP-17	11/28/2017	11/28/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ S/T Each Occ. GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			UDC-2115545-BOP-17	11/28/2017	11/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mt. Diablo Unified School District is named as an additional insured with respect to liability arising out of work or operations by the consultant/named insured subject to the policy's terms and conditions. Business Owners policy is endorsed with Hired Auto and Non-Owned Auto coverage up to the policy's liability and medical expense limit of \$2,000,000 subject to the policy's terms and conditions

CERTIFICATE HOLDER

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2018

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PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022		CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
INSURED RJ Powell Consultants, Inc. 13478 Delaware Rd Apple Valley CA 92308		INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10200	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-2115545-BOP-17	11/28/2017	11/28/2018	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ S/T Each Occ.						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			UDC-2115545-BOP-17	11/28/2017	11/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

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INSURED RJ Powell Consultants, Inc. 13478 Delaware Rd Apple Valley CA 92308		INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		UDC-2115545-EO-17	11/28/2017	11/28/2018	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Hiscox Insurance Company Inc.

Policy Number: UDC-2115545-BOP-17
Named Insured: RJ Powell Consultants, Inc.
Endorsement Number: 18
Endorsement Effective: November 30, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Mount Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured in Section II – Liability:**

- Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



Hiscox Insurance Company Inc.

Policy Number: UDC-2115545-BOP-17
Named Insured: RJ Powell Consultants, Inc.
Endorsement Number: 20
Endorsement Effective: April 11, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS POLICY CHANGES

This endorsement will not be used to decrease coverage, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

The following item(s):

<input checked="" type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties	<input type="checkbox"/> Coverage Forms and Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Located Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM \$	RETURN PREMIUM \$
------------------------------------------------	-----------------------------------------------------	--------------------------	----------------------

POLICY CHANGES ENDORSEMENT DESCRIPTION

Named Insured: RJ Powell Consultants, Inc.

All other terms and conditions remain unchanged.

REMOVAL PERMIT

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.



Hiscox Insurance Company Inc.

Policy Number: UDC-2115545-BOP-17
Named Insured: RJ Powell Consultants, Inc.
Endorsement Number: 21
Endorsement Effective: April 11, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA – HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability	\$ 151.00
B. Non-owned Auto Liability	\$ 0.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Throughout this endorsement the term spouse means:

Spouse or a registered domestic partner under California law.

B. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph A.1. **Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The insurance provided under Paragraph A.1. **Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

C. For insurance provided by this endorsement only:

1. The exclusions under Paragraph B.1. **Applicable To Business Liability Coverage** in **Section II – Liability**, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Paragraph C. Who Is An Insured in Section II – Liability is replaced by the following:

- 1. Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

- 2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement only, Paragraph H. Other Insurance in Section III – Common Policy Conditions is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

E. The following additional definitions apply:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

Liz Acevedo

From: Brad Hunter
Sent: Friday, December 01, 2017 9:32 AM
To: Liz Acevedo
Subject: RE: Consultant agreement

Looks good to me.

From: Liz Acevedo
Sent: Friday, December 1, 2017 8:48 AM
To: Brad Hunter <hunterb@mdusd.org>
Subject: FW: Consultant agreement

Hi Brad,

Attached is the insurance certificate and endorsement that I received from Dr. Powell. Below is the email he sent explaining the absent of coverage amounts for the Auto Liability. Thank you for your help. ☺

Liz Acevedo

Senior Account Clerk, Special Education
MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519-1397
acevedol@mdusd.org
Phone: (925) 682-8000 x.4194
Fax: (925) 687-3139



**Mt. Diablo Unified
School District**

From: Ron Powell [<mailto:ron@rjpowellconsultants.com>]
Sent: Thursday, November 30, 2017 6:27 PM
To: Liz Acevedo
Subject: Re: Consultant agreement

Good evening Liz,

In talking with the insurance company they indicated that the referral to UDC-22115545-BOP-18 was a typographical mistake. They have subsequently reissued the Certificate of Liability which is attached. They are unable to place a dollar amount in the column related to automobile coverage because it is included in the total aggregate and single occurrence limits of the general liability coverage stated in the previous section. However, they did agree to acknowledge the coverage limits in the description of operations section on the Certificate of Liability document. Since this is out of my hands, I hope that this endorsement is sufficient.

Have a good evening,

Ron

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RJ Powell Consultants Inc		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 13478 Delaware Rd	Requester's name and address (optional)	
6 City, state, and ZIP code Apple Valley, CA 92308		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	2	-	4	7	8	8	7	2 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **March 14, 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.