

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 1st day of October, 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and John F. Kennedy University (hereinafter "Contractor").

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

1. Performance of Services

- (a) Contractor agrees to perform the services described in 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, transportation, and workspace 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 with the written approval of the District only.
- (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:

\$59,850 total fee for Service

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
b. **\$3,150** – one day per week for school year. See Exhibit A
c. \$ _____ per engagement

Budget Codes:

Mental Health Prevention 010 1901 40 5300:	\$47,250
Cambridge ES: 119 0918 40 5300	\$6,300
Shore Acres ES: 178 3070 40 5300 -	\$6,300

Total contract: \$58,250

Check one:

Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.

Payment in Full: Contractor shall be paid upon completion of services after obtaining originator's signature at the bottom of this contract, indicating that 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 October 1, 2012. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of 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. 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.

6. Rules and Regulations. All results and regulations of the 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 and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

8. 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.

9. 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:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>John F. Kennedy University</u>
1936 Carlotta Drive	Address: <u>100 Ellinwood Way</u>
Concord, CA 94519-1397	<u>Pleasant Hill, CA 94523</u>
Attn: Superintendent	_____
	Phone: <u>(925) 798-9240, Ext. 7985</u>
	Fax: <u>(925) 798-0297</u>
	Tax ID #: <u>94-1610694</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 business day next following delivery

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

- 10. 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.
- 11. 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.
- 12. 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, 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.
- 13. 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

CONTRACTOR:

By: _____
Budget Administrator Date

By: _____
Date

Title: Asst. Superintendent

Title: JFK Administrator

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

Signatures to be obtained following board approval

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Administrator's Signature Date

Upon completion of Services, sign below and forward original contract to Fiscal Services for payment.

Originator's Signature

Date

Phone

See Exhibit A for Budget Codes

Distribution

original: Fiscal Services for payment

copy: Contractor

copy: Originator/Budget Administrator

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR 2012-2013 SCHOOL YEAR

- JFK trainee/interns (Masters and Doctorial levels) will be placed at various school sites (see list of schools below).
- 19 funded days of services @ \$3,150 per day per school year.
- 2 days of pro bono services.
- JFK will be paid only for services rendered.
- Total fee for services not to exceed **\$59,850 total** for the 2012-2013 school year.

Below is a description of District expectations for JFK University supervisors, coordinators, and trainee(s), referred to below as intern(s).

- JFK Intern(s) will: Learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- JFK Intern(s) will: Learn the school profile, background of student population, and student needs.
- JFK University will: Give each intern an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- JFK Intern(s) Become familiar with school and community-based programs and resources for students and families.
- The type of counseling services provided will be proposed based on the reason for referral and the determination of the intern with his or her school site administrator liaison and the JFK School-based counseling coordinator.
- JFK Intern(s): may help students to develop skills in the following areas: anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- JFK Intern(s) will: Demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- JFK Intern(s) will: Work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- JFK Intern(s) will: Work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054.
- JFK Intern(s) will: Participate in school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When appropriate, JFK Intern(s) will: Assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through established school Coordinated Care Teams.
- In the event that an urgent or emergency circumstance is encountered by a JFK Intern or staff member, (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) he/she will immediately directly contact the principal of the school. Intern(s) /staff will also contact his/her school site administrator and the JFK Intern Coordinator.
- JFK Intern(s) will: Obtain written permission to provide services for any and all student's served.
- JFK Intern(s) will: Request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- JFK Intern(s) or staff will: Provide a written end-of-year summary form, or end-of-services summary form, for each student served.
- JFK will provide a mid-year utilization summary including number of students referred for counseling, number of students served, top four reasons for referral for counseling, ethnicity and gender of student population referred for counseling, and information related to the implementation of this contract.
- JFK will provide an end-of-year utilization summary including number of students referred for counseling, number of students who participated in more than three sessions, number of students seen for one session, number of students for whom parental consent for counseling was not obtained, the top four reasons for referral for counseling, ethnicity and gender of student population referred for and participated in counseling, and relevant information related to the delivery of services.
- With parental permission, JFK will identify students in need of ongoing counseling services the following school year. JFK will seek written parental permission to exchange summary information with school site and district personnel involved in the delivery of counseling and other support services. These students will be referred to the School Coordinated Care Team, with consideration for referral to counseling provided by JFK trainees the following school year.

- End-of-year summary information will be provided to the Principal and District Administrators(s) no later than June 10, 2013.
- During breaks from school and summer, students in need of urgent services and support will be referred to appropriate and accessible community resources.
- JFK will inform the Director, Student Services and Administrator, School Linked Services of any concerns reported by district personnel, parents, intern(s), intern supervisor(s) or student(s) related to the delivery of services or quality of services provided.
- JFK Intern(s) will: Maintain timely and accurate records.
- JFK Intern(s) will: Maintain student and family confidentiality.
- JFK Intern(s) will: Follow professional and ethical guidelines, District policies and procedures, and State and Federal law.

**JFK Trainee Placements in MDUSD
Academic Year 2012/2013**

<u>School of Assignments</u>	<u>Days of Services (per week) to be Provided</u>	<u>Cost</u>
Oak Grove Middle School	2	\$6,300
Pleasant Hill Middle School	2	\$6,300
Valley View Middle School	1	\$3,150
Sequoia Middle School	2	\$6,300
Riverview Middle School	2	\$6,300
El Dorado Middle School	2	\$6,300
College Park High School	2	\$6,300
Diablo Day Community School	2	\$6,300
Ygnacio Valley HS	2	2 Pro-Bono
Total Funded Days	15	\$ 47,250
Total Pro Bono Days	2	\$0
Subtotal # of Days	17	\$47,250
Funding Source: 010 1901 40 5300: Mental Health Prevention		
SITE FUNDED		
Cambridge Elementary School	2	\$ 6,300 - Site Funded 119 0918 40 5300
Shore Acres	2	\$ 6,300 - Site Funded 178 3070 40 5300
Total Site Funded	4	\$12,600
TOTALS		
Site funded	4	\$12,600
District Funded	15	\$47,250
Pro Bono Days	2	\$0
Total Days	21	\$59,850

Contract arranged by

James C. Wogan
Signature

James C. Wogan, LCSW, Administrator, School Linked Services
School Linked Services / Foster Youth Services

Signatures to be obtained and PR to be arranged by Fiscal Analyst following board approval

