

12-13

Purchase Requisition # R71715

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 25th day of July, by and between the Mt. Diablo Unified School District (hereinafter "District") and Kevin Clark Consulting and Training (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 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, 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:

\$ 38,400.00 total fee for Services 174 - 3082 - 10 - 5800
BUDGET CODE

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- 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.
- 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 7/25/12. 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,

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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. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 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:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Kevin Clark Consulting and Training</u>
1936 Carlotta Drive	Address: <u>772 Omaha Avenue, Suite C</u>
Concord, CA 94519-1397	<u>Clovis, CA 93619</u>
Attn: Superintendent	
	Phone: <u>(559) 299-5855</u>
	Fax: <u>(559) 299-7735</u>
	Tax ID #: <u>95-4663756</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.

- 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

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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, 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

CONTRACTOR:

By: Susan Valby 7/25/12
 Budget Administrator Date
 Title: Principal

By: [Signature] 7/25/12
 Date
 Title: President, Clark Consulting & Training, Inc.

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input type="checkbox"/> 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	
<input type="checkbox"/> 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

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

[Signature]
 Originator's Signature

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

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

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

See attached contract for specific services to be provided.

Services of Contractor arranged by

Signature

Department / School

KEVIN CLARK

clark consulting and training

RIO VISTA ELEMENTARY SCHOOL

Contract for ELD Program Consulting Services 2012-13

Submitted: Aug. 11, 2012

BACKGROUND

Rio Vista Elementary School has substantially restructured both the content and approach to providing English development instruction to students. The school implemented one year ago for the first time an intensive grammar-based summer program. It recently completed its second summer program. During the 2011-12 academic year, more than 10 teachers utilized the methods and principles of accelerated language teaching in their classrooms. Heading into its second year of program implementation, site leaders desire additional support strands from an external consulting organization to better prepare teachers new to the program, to support experienced ELD teachers, and to build site capacity through the skillful use of a new on-site ELD coach. This proposal details how the consultants will support the school's teachers and principal in accomplishing their goals for language development.

PROPOSAL

This proposal details the scope and duration of services to be provided by Clark Consulting and Training, Inc. to Rio Vista Elementary School. The projected duration of this contract is from Sept. 15, 2012 to June 30, 2013.

SCOPE OF CONSULTANT DUTIES

There are four distinct target groups for this project. Each is identified below.

Group 1: Classroom ELD teachers who are considered new to grammar-based ELD teaching.

Group 2: Classroom ELD teachers who are approaching "expert" status in the methods and who need additional, more sophisticated methods.

Group 3: A new site ELD coach who is also new to grammar-based ELD, but who participated in the summer program. She will assume a training support role for new ELD teachers.

Group 4: Site leaders who have responsibility for monitoring ELD instruction, both for quality, its role in the school's total educational services package, and for compliance with state and federal law.

OUTCOMES FOR EACH GROUP

Group 1

These are teachers new to grammar-based ELD instruction. By participating in this effort they will:

- a. Understand the language star and how it provides a useful and research-informed framework for ELD instruction
- b. Understand and be able to demonstrate their understanding of the five key language-accelerating principles that underlie high-intensity language teaching and learning
- c. Learn and be able to apply six grammar-based ELD teaching methods

Group 2

These are teachers approaching expert status as ELD instructors. They will:

- a. learn three new methods that link text reading comprehension to grammar
- b. learn two new methods that link advanced grammar to academic writing tasks
- c. improve their classroom utilization of the *Key Language Acceleration Principles*
- d. Learn a system for scoring student writing through a grammar lens
- e. Understand and synthesize key research concepts for each method

Group 3: A new site ELD coach.

This person will have responsibilities that include providing direct training to new ELD teachers, as well as supporting all ELD teachers through classroom coaching. She will:

- a. learn all 14 ELD methods and be able to recognize typical trouble spots in each of them for teachers
- b. learn how adults can be helped to change beliefs, feelings and behaviors
- c. learn a system for organizing and managing in-class instructional coaching known as *The Coaching Clock*
- d. Learn three specific coaching protocols: demo, co-teaching and corrective feedback
- e. organize and deliver methods training to new ELD teachers

Group 4: Site Leaders

These are site administrators responsible for monitoring ELD instruction. They will:

- a. Learn, apply, score and tabulate results from a grammar-based writing analysis protocol to understand how classroom instruction links to methods choice and foci

- b. Identify during ELD instruction observable and audible instances where the language-acceleration principles are applied
- c. Complete in-class tasks that gather quantitative information that can be used to monitor and track program quality during the year

TIME ALLOCATIONS BY GROUP

Group 1: Teachers new to grammar-based ELD (n=5)

- a. Four out-of-class professional development sessions
- b. Four in-class coaching days with an expert ELD consultant

Group 2: Expert ELD teachers

- a. Four in-class coaching days that include a team de-briefing meeting

Group 3: ELD Coach

- a. Five days of in-class work and teacher training preparation and guidance

Group 4: Three sessions of three hours each that include in-class observation and seminar-style analysis and discussion. Also includes one-day professional development session for all staff in August, 2012.

Total on-site consulting days: 20 days

MATERIALS PROVIDED BY CONSULTANT

- 1. Training binders and contents for all participants
- 2. ELD scope and sequence guides with pacing calendars
- 3. Grammar-based *ELD Periodic Assessment System* for all classes
- 4. In-class *ELD Monitoring Protocol* for site administrators
- 5. 30-day lesson plans for teachers new to ELD instruction

COST BASIS

For the services described above, the consulting fee is \$38,400.00, which includes all consultant preparation, development, travel and overhead. Billing is quarterly based on the duration of the contract, and all services are guaranteed to meet the quality standards of the district.

INDEPENDENT CONTRACTOR STATUS

In rendering the described services, it is mutually understood and agreed that the contractor shall, at all times, be acting and performing as an independent contractor and not as an employee of the school district. All personnel, if any, employed by the contractor to assist in the performance of this agreement shall be deemed to be the employees of the contractor.

