

**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 18<sup>th</sup> day of January 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and CAROL TELTSCHICK - FALL (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:

\$ not to exceed \$55,500. total fee for Services

324 - 3149 - 36 - 5800  
BUDGET CODE

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

- a. \$ 50.00 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 Jan 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,



Purchase Requisition # \_\_\_\_\_

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: Paul Taylor 11/18/12  
Budget Administrator Date

By: Carol Feltschick - Fall  
Date

Title: Principal

Title: S3 COORDINATOR

Authorized by: \_\_\_\_\_  
Assistant or Associate Superintendent Date

Approved: \_\_\_\_\_  
Assistant Superintendent of Personnel Date

<b>TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR</b>	
<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.**

\_\_\_\_\_  
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>

**EXHIBIT A**

**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**


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As the S3 grant coordinator for College Park High School, work with S3 teams at the school and district level to coordinate all S3 activities: planning, implementation, monitoring, reporting and billing. The S3 coordinator is responsible for all S3 grant deliverables and is the liaison between the College Park S3 Team, the District, CDE, West Ed resources and all stakeholders. The S3 Coordinator participates in all team meetings, facilitates follow through on all team activities and responsibilities, conducts background research on strategies and programs for the team, and writes and edits all S3 materials for submission to CDE.

S3 Grant Coordinator duties do not require direct, one-on-one interaction with students.

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Services of Contractor arranged by

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Department / School



BINDER ISSUED: 23-Dec-2011

Risk Placement Services - Chicago, IL  
Jennifer Banks  
300 South Riverside Plaza  
Suite 1920  
Chicago, IL 60606

# BINDER

Re: Carol Teltschick Fall  
MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY  
Binder  
Policy Number: V122F4120101

We are pleased to offer the following conditional Binder for the above captioned account as per the quotation dated 23-Dec-2011.

Insurer: Beazley Insurance Company, Inc. (Admitted)  
Product: MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY  
Policy Form: F00058052008 ed.  
Insured: Carol Teltschick Fall  
Insured Address: 534 Dimm Street  
Richmond, CA 94805  
Policy Period: From: 01-Jan-2012 To: 01-Jan-2013 Both dates at 12:01 a.m. Local Time at the Insured's Address  
Commission: 20%

A condition precedent to coverage afforded by this conditional Binder is that no material change in the risk occurs and no submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of this conditional Binder and the inception of proposed Policy Period.

Premiums must be remitted by the due date on the invoice.

This conditional Binder is valid through ninety (90) days from the date of this document.

For other questions, please speak with our underwriters.

Thank you for purchasing insurance with us.



<b>Premium</b>	\$1,200	Premium
<b>Limits of Liability</b>	\$1,000,000	Each Claim Limit
	\$1,000,000	Aggregate Limit of Liability
	\$1,000,000	Additional Defense Limit
<b>Deductible(s)</b>	\$1,000	Each Claim Deductible

**Coverage Terms and Conditions**

Professional Services: Solely in the Performance of grant writing, administration and compliance consulting for others for a fee

Continuity Date: 01-Jan-2012

Optional Extended Reporting Period: 12 Months at 100% of the premium for the Policy Period

Retroactive Date: 01-Jan-2012

Endorsements Effective at Inception:

1. A00279CA 062008 ed. California Amendatory Endorsement
2. BICMU05090406 Nuclear Exclusion
3. E02804 032011 ed. Sanction Limitation and Exclusion Clause
4. BICMU05070406 War and Civil War Exclusion
5. E00598 062008 ed. Additional Defense Limits
  - Additional Defense Limit: \$1,000,000
  - Comments:
6. E01537 102009 ed. Privacy Liability Endorsement
7. E00512 052008 ed. Specified Services Exclusion
8. E00912 012009 ed. Website Media Coverage

**"We are acting as a broker in this transaction and receiving compensation from the insurer. In order to pay commission as specified in our quote, we are charging a broker fee of \$100.00. Basic services we have performed and will do so in the future include obtaining quotes, servicing including processing of endorsements, and ordering loss runs for a period of up to 5 years after the policy has incepted. "**

**SUMMARY OF INSURANCE**



**FOR:**  
 CAROL TELTSCHICK-FALL  
 534 DIMM ST  
 RICHMOND CA 94805  
 Phone:

Prepared: 01-05-2012

**FAX:**

**BY:**  
 HOME OFFICE  
 NOURSE INSURANCE BROKERS/PHS  
 PO BOX 33015  
 SAN ANTONIO TX 78265  
 Phone: (866)467-8730

101043

**FAX:** (877)905-0457

<u>ACCOUNT POLICY RECAP</u>	<u>Policy Number</u>	<u>Eff Date</u>	<u>Exp Date</u>	<u>Premium</u>
. Spectrum Sentinel Ins Co LTD	57 SBM BB7633	12072011	12072012	\$425.00

POLICY DETAIL                      Policy . Spectrum

<u>Property Coverages - Form</u>	<u>Limit</u>	<u>Deductible</u>
Location 001 Building 001 534 DIMM ST RICHMOND, CA 94805		

Comm'l Liability Coverages - Applicable to all policy locations

Each Occurrence	\$2,000,000	
Damage to Premises Rented to You	\$1,000,000	
Medical Expense (Any One Person)	\$10,000	
Personal & Advertising Injury	\$2,000,000	
General Aggregate	\$4,000,000	
Product/Compleat Operation Aggregate	\$4,000,000	
Hired Non-Owned Auto Liability	\$2,000,000	
CYBERFLEX COVERAGE		
TERRORISM		

<u>Class Description Detail</u>	<u>Code</u>	<u>Premium Basis</u>
Location 001 Consultant - Management	65881	\$25,000

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

EN-15                    Auto Endorsement Vehicle Info                    Pol No: 5W-67-66-7                    3419

.....Vehicle Information.....										N	D	M	.Location.
-----VIN-----	Year	Make	-Body-	Mfg-Cd	Sta	Symb	ETE	D	S	D	Zone	ZipCd	
1 JF1GF4351XG802446	1999	SUBAR	4D WAG	000031	Z	17	N	N	N	N	61	94805	

rvr #	.....	.. YR	.. DSR.	.. ..	.....Coverage Limits....	.Deductible..												
Pm	Rt	Name	GM	DE	YAF	PT	D	U	C	Mi	--BI---	MP	--UM---	UI	PD-	Comp	AR	Coll
1	1	CAROL	FS	41	07	00	7	P	A	05	1M/1M	10	30/60	Y	100	100		N

.....Premium.....										
MR	--\$BI	--\$MP	--\$UM	-\$UiM	--\$PD	\$Comp	--\$AR	\$Coll	\$Total	
1	N	193	43	13	6	129	76	0	0	460

Underwrite complete, total premium is \$464  
PF11=Help

Next Screen: L