

Purchase Requisition #

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive  
Concord, CA 94519

PERSONNEL SERVICES

DEC 22 2009

MDUSD

RECEIVED  
JAN 14 REC'D

ELEMENTARY EDUCATION  
M.D.U.S.D.

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 18 day of December, 2009, by and between the Mt. Diablo Unified School District (hereinafter "District") and Tricia O'Hara (hereinafter "Contractor").

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

1. Performance of Services

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MDUSD Title 1

(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.

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:

\$28,458 total fee for Services

198-3070-10-5800  
BUDGET CODE

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

- a. \$ \_\_\_\_\_ per hour,
- b. \$ 1054 per day, or includes mileage and bridge toll
- 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 1/4/10. 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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BUDGET & FISCAL SERVICES

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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:

DISTRICT

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

CONTRACTOR

Name: Tricia O'Hara  
 Address: 1460 1/2 Felder Road  
Sonoma, CA 95476  
 Phone: 707.939.7536  
 Fax: 707.939.7299  
 Tax ID #: 338-36-7876

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: Christine Richardson 12/18/09  
Budget Administrator Date

By: Jucia Offara 12-19-2009  
Date

Title: Principal

Title: Collegial Coaching

Authorized by: Rose A. Jan  
Assistant or Associate Superintendent

1/14/10 Consultant  
Date

Approved: Gail Isserman 1/13/10  
Assistant Superintendent of Personnel Date

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.

Christine Richardi 12/18/09  
Administrator's Signature Date

OK - approved  
@ 1/12/10 Bd Mtg.

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

Christine Richard 12/18/09  
Originator's Signature

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Purchase Requisition # \_\_\_\_\_  
**EXHIBIT A**

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

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See attached specification of  
services and schedule

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Services of Contractor arranged by

Christine Richardson  
Signature

Yanacio Valley Elementary  
Department / School



*Collaborative Coaching in a Class of its Own!*

**SPECIFICATION OF PROPOSED COLLEGIAL COACHING WORK**  
for Ygnacio Valley Elementary, Concord, CA

December 18, 2009

To: Christine Richardson, Principal, YVE

CC: Diane Sargent, Curriculum Specialist, MDUSD

From: Tricia O'Hara, M.Ed., Coach

**PURPOSE OF WORK:**

This year's coaching focus is two-fold: (1) to coach additional teams & designated site coaches in active student engagement (ASE) and (2) to coach teachers currently using ASE in advanced content

**DESCRIPTION OF WORK:**

Each round in either coaching series consists of:

- a morning pre-brief - setting the context of the learning,
- demonstration teaching - the lead coach demonstrates to participants,
- co-teaching/co-coaching - the lead coach assists in teaching a lesson or coaching it,
- active monitoring - observers are actively monitoring the teaching/learning process,
- afternoon de-brief - discussion of each participant's experiences and learning, and a
- content extension session - focusing critical improvement needs.

**DESCRIPTION OF CONTENT:**

**Series A/B/C/D/E?/F?/G (Collegial Coaching Menu attached)**

**LOCATION/ SCOPE OF WORK:**

Ygnacio Valley Elem., Concord, CA

(3) Team(s) of 4+/- volunteer teachers/designated site coaches/coach trainees

(2) Original teams will do mutually agreed advanced series

**DESCRIPTION OF PAYMENT:**

Length of coaching series: 2010: 2 Walk-through days + 5 site visits/ month for a total of 27 days

Fee: (\$1,000) per diem X 27 = \$27,000

Expenses: Mileage-100 RT X 0.505 (dist. Rate?) + toll \$4/ per diem X 27 = 1485

**Total contract: \$28,485.**

Payment schedule: Fees will be invoiced and due on a monthly basis.

CANCELLATION OF SCHEDULED COACHING/TRAINING IN LESS THAN 30 DAYS IS SUBJECT TO 1/2 OF DAILY FEE.  
RESCHEDULING IN LESS THAN 7 DAYS IS SUBJECT TO 1/2 OF DAILY FEE.

Thank you for the opportunity to support the teachers and students of Ygnacio Valley Elementary

**Tricia O'Hara, M.Ed., Coach**

## Collegial Coaching with Tricia O'Hara 2010 YVE Teams and Schedule of Dates

January 5<sup>th</sup> and 7<sup>th</sup>: Walkthrough Days

Team 1: Jan. 14<sup>th</sup>, Feb. 11<sup>th</sup>, Mar. 4<sup>th</sup>, Apr. 1<sup>st</sup>, May 13<sup>th</sup>

April Christiansen

Nissa Lopes

Carol Benninghoven

Kim LaCroix

Team 2: Jan. 12<sup>th</sup>, Feb. 4<sup>th</sup>, Mar. 2<sup>nd</sup>, Mar. 30<sup>th</sup>, May 11<sup>th</sup>

Kathy Collins

Katia Jatoft

Meredith Quinn

Carolyn Barney

Team 3: Jan 28<sup>th</sup>, Feb. 25<sup>th</sup>, Mar. 23<sup>rd</sup>, Apr. 27<sup>th</sup>, May 27<sup>th</sup>

Zamorano

Ortega

Anaman

Gregory

Team 4: Jan. 26<sup>th</sup>, Feb. 23<sup>rd</sup>, Mar. 16<sup>th</sup>, Apr. 20<sup>th</sup>, May 25<sup>th</sup>

Romano

Hunt

Jacobson

Ward

Lark Mason (Series H)

Team 5: Jan. 19<sup>th</sup>, Feb. 16<sup>th</sup>, Mar. 9<sup>th</sup>, Apr. 13<sup>th</sup>, May 18<sup>th</sup>

Ralls

Laton

Hutchens

Contreras

Leyden

# COLLEGIAL COACHING MONTHLY MENU SPECIALS

School Year 2009-2010

<b>SERIES A</b>	<b>DAYS*</b>
<u>STRUCTURING ACTIVE STUDENT ENGAGEMENT: Basics of Turning Passive into Active</u>	5
<b>SERIES B</b>	3
<u>WHERE'S THE BEEF?: Adding Active Student Engagement to My Content Lesson</u>	
<b>SERIES C</b>	4
<u>ROBUST VOCABULARY INSTRUCTION 101: What We Know and Need to Do</u>	
<b>SERIES D</b>	4
<u>USING SENTENCE STARTERS, ETC.: Word Choice, Academic Language, Word-Learning Strategies and Word Play</u>	
<b>SERIES E</b>	3
<u>BEYOND THE BIG WORDS: Accessing Expository Text</u>	
<b>SERIES F</b>	3
<u>ACTIVATING WHOLE CLASS DISCUSSION: No More Bystanders</u>	
<b>SERIES G</b>	1+
<u>TUNE UP: Solidifying Teacher Practice</u>	
<b>SERIES H</b>	3
<u>WAIT, WAIT, DON'T TELL ME: Coaching the Coaches</u>	

\*NOTE: ADD 1 day for pre-series walk-through observations (usually required). Admin. participation encouraged.



Collaborative Coaching in a Class of Its Own!

[triciaohara@earthlink.net](mailto:triciaohara@earthlink.net)

USA (707)939-7536

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2010

<b>PRODUCER</b> Kiddoo Insurance Agency 2455 Bennett Valley Rd Suite 115B Santa Rosa, CA 95404 Phone: (707) 526-3311 Fax: (707) 542-8770	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Thumbs Up Kids Tricia O'Hara 1460 1/2 Felder Rd Sonoma, CA 95476	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Ins. Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57 SBA VA8239	1/4/2010	1/4/2011	EACH OCCURRENCE \$ 2,000,000								
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000												
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">WC STATU-TORY LIMITS</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Named as Additional Insured: Mount Diablo Unified School District

**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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Kiddoo 



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**TYPE:** Regular Board Meeting

**DATE:** 1/12/2010 **TIME:** 7:30 PM **CODE:**

**LOCATION:** Monte Gardens Elem. 3841 Larkspur, Concord, CA

#### **1.0 Call to Order**

1.1 President will call the meeting to order. Info

#### **2.0 Announcements**

2.1 In closed session, the Board will consider the items listed on the closed session agenda. Info

#### **3.0 Public Comment**

3.1 The public may address the Board concerning items that are scheduled for discussion during closed session only. These presentations are limited to three minutes each, or a total of thirty minutes for all speakers or the three minute limit may be shortened. Speakers are not allowed to yield their time. Info

#### **4.0 Adjourn to Closed Session**

4.1 Negotiations - The Board may discuss negotiations or provide direction to its representatives regarding represented employees, pursuant to EERA (Govt. Code Section 3549.1) Agency negotiators: Gail Isserman and Julie Braun-Martin. Agencies: MDEA, CSEA, Local One M&O, Local One CST, MDSPA, and Supervisory. Action

4.2 Existing Litigation. Ceballos v. MDUSD Action

4.3 Anticipated Litigation. One potential case. Action

4.4 Expulsions Info

4.5 General Counsel's Evaluation Info

#### **5.0 Reconvene Open Session**

5.1 Reconvene open session. Info

#### **6.0 Preliminary Business**

6.1 Roll Call Info

6.2 Pledge of Allegiance. Info

#### **7.0 Report Out Action Taken in Closed Session**

7.1 Report of Closed Session - January 12, 2010 Info

#### **8.0 Expulsion Recommendations**

8.1 Expulsion Recommendation Student 17-10 Action

8.2 Expulsion Recommendation Student 18-10 Action

#### **9.0 Consent Agenda**

**Action**

9.1 (Item 1) Items listed under Consent Agenda are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon the request of any member of the Board and acted upon separately. Action

9.2 (Item 2) Minutes of the December 8, 2009 Board meeting. Action

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 9.3 (Item 3) Recommended Action for Certificated Personnel                                                                                                                                                                                                                                                                                                                                                                                                                                           | Action |
| 9.4 (Item 4) Request to increase and decrease various certificated positions funded by categorical and general funds.                                                                                                                                                                                                                                                                                                                                                                                | Action |
| 9.5 (Item 5) Teacher Education Program Student Teacher Placement Agreement with Argosy University/San Francisco Bay Area                                                                                                                                                                                                                                                                                                                                                                             | Action |
| 9.6 (Item 6) Recommended Action for Classified Personnel                                                                                                                                                                                                                                                                                                                                                                                                                                             | Action |
| 9.7 (Item 7) Classified Personnel: Create one (1) Part-time, Instructional Assistant-Computer Position for Silverwood Elementary School                                                                                                                                                                                                                                                                                                                                                              | Action |
| 9.8 (Item 8) Classified Personnel: Create one (1) Part-time, Instructional Assistant Position for Silverwood Elementary School                                                                                                                                                                                                                                                                                                                                                                       | Action |
| 9.9 (Item 9) Classified Personnel: Adjustment in Hours of one (1) Part-time Assistant to the Hearing Impaired Position at Concord High School                                                                                                                                                                                                                                                                                                                                                        | Action |
| 9.10 (Item 10) Classified Personnel: Increase in hours for Food Service Managers                                                                                                                                                                                                                                                                                                                                                                                                                     | Action |
| 9.11 (Item 11) Approval of Service Agreements with Exploring New Horizons (ENH) for Hidden Valley, Silverwood, Woodside and Ygnacio Valley Elementary Schools                                                                                                                                                                                                                                                                                                                                        | Action |
| 9.12 (Item 12) Award of Design Services Contract for Designated Landscape Improvement Projects                                                                                                                                                                                                                                                                                                                                                                                                       | Action |
| 9.13 (Item 13) Monthly Budget Transfers and/or Budget Increases/Decreases For the Months of July, August, September and October 2009.                                                                                                                                                                                                                                                                                                                                                                | Action |
| 9.14 (Item 14) Monthly Budget Transfers and/or Budget Increases/Decreases For the month of November, 2009.                                                                                                                                                                                                                                                                                                                                                                                           | Action |
| 9.15 (Item 15) Request for Replacement of Outdated Warrant                                                                                                                                                                                                                                                                                                                                                                                                                                           | Action |
| 9.16 (Item 16) Change in Third Party Administrator and Common Remitter for IRC Section 403(b) and 457 plans.                                                                                                                                                                                                                                                                                                                                                                                         | Action |
| <b>10.0 Consent Items Pulled for Discussion</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |
| 10.1 (Item 17) Resolution 09/10-32 Compensation for Board Members                                                                                                                                                                                                                                                                                                                                                                                                                                    | Action |
| 10.2 (Item 18) Contract for Local Educational Agency for MediCal Administrative Activities                                                                                                                                                                                                                                                                                                                                                                                                           | Action |
| <b>11.0 Recognitions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |
| 11.1 Recognition of College Park High School Cross Country Teams                                                                                                                                                                                                                                                                                                                                                                                                                                     | Info   |
| <b>12.0 Public Comment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |
| 12.1 The public may address the Board regarding any item within the jurisdiction of the Board of Education of the Mt. Diablo Unified School District that is not on this agenda. These presentation are limited to three minutes each, or a total of thirty minutes for all speakers, or the three minute limit may be shortened. If there are multiple speakers on any one subject, the public comment period may be moved to the end of the meeting. Speakers are not allowed to yield their time. | Info   |
| <b>13.0 Communications</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |
| 13.1 District Organizations - At regular Board meetings, a single spokesperson of each recognized district organization may make a brief presentation following the Consent Agenda. Items are limited to those which are informational.                                                                                                                                                                                                                                                              | Info   |
| <b>14.0 Student Representatives</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |
| 14.1 Student representatives will report on activities at their school.                                                                                                                                                                                                                                                                                                                                                                                                                              | Info   |

**15.0 Reports/Information**

- 15.1 Report on Summer School 2009 Info
- 15.2 Report on Governor's Budget Proposal Info

**16.0 Superintendent's Report**

- 16.1 Superintendent's Report Info

**17.0 Business/Action Items**

- 17.1 Public Hearing and Action on Additional Budget Reductions Including Flexibility Transfers Authorized by SBX3 4 Action
- 17.2 Public presentation and Board's acknowledgement of receipt of Public Employees Union, Local One, Clerical, Secretarial & Technical Unit (CST) Successor Agreement proposal. Public presentation of Board's Successor Agreement proposal. Info
- 17.3 Membership Recommendation for Community Advisory Committee Action
- 17.4 Membership Recommendation for Community Advisory Committee Action
- 17.5 Notice of Public Hearing Regarding Charter School Application Info
- 17.6 Declaration of Impacted Schools for 2010-2011 Action
- 17.7 Collaborative Agreement between Mt. Diablo Unified School District and Martinez Unified School District Action
- 17.8 Request to Discuss Board Policy and Administrative Regulation 4317.3 (Management Personnel) - Declining Enrollment/Reorganization Info
- 17.9 Confirmation of Race to the Top Memorandum of Understanding Action
- 17.10 Request Board Approval to continue high school athletics through the spring season based on the progress of the high school donation program. Action
- 17.11 Additional contract with Alameda County Office of Education for a reading/language arts professional development for special education teachers. Action
- 17.12 Request to Approve Reclassifications submitted in Spring 2008 by Local One, Clerical, Secretarial, Technical, Technical (CST) and Local One, Maintenance and Operations (M&O) Action
- 17.13 Request to Approve Independent Services Contract for Tricia O'Hara, Collegial Coaching Consultant Action
- 17.14 Review of 2009-10 Single Plans for Student Achievement (SPSA) and the executive summaries. Info
- 17.15 Revision of the Memorandum of Understanding for Special Day Class Services between the Contra Costa Special Education Local Plan Area (CC SELPA), the Mt. Diablo Unified School District (MDUSD) and the San Ramon Valley Unified School District (San Ramon). Action
- 17.16 Classified Personnel: Job Description for Administrative Assistant to the Superintendent Info
- 17.17 Adoption of 10th through 12th grade novel Slumdog Millionaire by Vikas Swarup for the Extended Core Literature list Info

**18.0 Closed Session**

- 18.1 Items not completed during the first Closed Session will be carried over to this closed session. Info

**19.0 Adjournment**

- 19.1 Adjourn meeting. Info



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 52 (17.13) Request to Approve Independent Services Contract f

**Comments:**

**Meeting Date:** Tuesday, January 12, 2010 - 7:30 PM





**Category:** Business/Action Items

**Type:** Action

**Subject:** 17.13 Request to Approve Independent Services Contract for Tricia O'Hara Consultant

**Enclosure:**

**File Attachment:**

-  Tricia O Hara Contract.pdf 
-  Certificate of Liability Insurance 25.pdf 

**Summary:**

Ygnacio Valley Elementary School is requesting that the District approve a Services Contract for Tricia O'Hara, Collegial Coaching Consultant, to provide services to certificated staff.

**Funding:** Title 1 Funds

**Fiscal Impact:** \$28,458

**Recommendation:** Approve Independent Services Contract as presented.

**Recommended By:**

**Signed By:**

 *Electronically Signed By*

Denise Larkins - Administrative Assistant

**Approvals:**

**Signed By:**

 *Electronically Signed By*

Gail Isserman - Assistant Superintendent

**Signed By:**

 *Electronically Signed By*

Richard Nicoll - Interim Sup

Member (Sherry Whitmarsh) Moved, Member (Gary Eberhart) seconded to approve the continuation of high school athletics through the spring season as presented. The motion **CARRIED 5 – 0 – 0**.

**Comment**

Dick Nicoll recommended that Board consider the remaining action items as one action item, with the exception of Item 17.12.

**17.11 Additional contract with Alameda County Office of Education for a reading/language arts professional development for special education teachers.**

The Mt. Diablo Unified School District and the Alameda County Office of Education (ACOE) have a number of joint projects and staff development activities. SB472 Houghton Mifflin Reading training is a basic component of the Special Education Teachers Professional Development Grant. This contract is being presented for approval because the total vendor cost exceeds the allowable \$25,000 limit due to multiple sites requesting services.

**17.13 Request to Approve Independent Services Contract for Tricia O'Hara, Collegial Coaching Consultant**

Ygnacio Valley Elementary School is requesting that the District approve an Independent Services Contract for Tricia O'Hara, Collegial Coaching Consultant, to provide coaching services to certificated staff.

**17.15 Revision of the Memorandum of Understanding for Special Day Class Services between the Contra Costa Special Education Local Plan Area (CC SELPA), the Mt. Diablo Unified School District (MDUSD) and the San Ramon Valley Unified School District (San Ramon).**

The purpose of this agreement is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of CC SELPA, MDUSD and San Ramon.

Whitmarsh moved, Eberhart seconded, and the Board voted **4 – 1 – 0 (Mayo, No)** to approve Items 17.11, 17.13, and 17.15 as presented.

**17.12 Request to Approve Reclassifications submitted in Spring 2008 by Local One, Clerical, Secretarial, Technical, Technical (CST) and Local One, Maintenance and Operations (M&O)**

In Spring of 2008, both Local One, CST and Local One, M&O accessed their contractual process for reclassification. Several positions were forwarded by the reclassification committees to the Director of Classified Personnel and were subsequently forwarded for approval. The District is now requesting that the Board of Education approve the reclassification of the positions listed on the file attachment. The reclassifications, if approved, would be effective as of July 1, 2009.

**Comment**

Dick Nicoll requested that the Board consider the Local One Maintenance & Operations (M & O) reclassification only at this time.

Member (Gary Eberhart) Moved, Member (Sherry Whitmarsh) seconded to approve the Reclassification requests for Local One (M & O) as presented. The motion **CARRIED 5 – 0 – 0**.

**Comment**

Dick Nicoll stated that the following items that were being presented for information only and asked if there were any questions.

Paul Strange stated that due to the lateness of the hour, that the Board addresses any questions on the items directly to staff prior to the next meeting.

**17.14 Review of 2009-10 Single Plans for Student Achievement (SPSA) and the executive summaries.**

Senate Bill 374 requires that as a condition of receiving funding for specified categorical programs, the school district will ensure that each school in the district operating those categorical programs consolidates any plans that are required by those programs into a single plan to be known as the Single Plan for Student Achievement. It is important to note that for 2009-2010, the Single Plans for Student Achievement (SPSA) have been reformatted to allow them to be completely web-based. The plans include grade level or department action plans integrated with the overall school wide plans. The following are requirements of Senate Bill 374 as it relates to the Single Plan for Student Achievement: • The plan is aligned with school goals for improving pupil achievement. • School goals are based upon an analysis of verifiable state data, including the Academic Performance Index developed pursuant to Section 52052, the California English Language Development Test, and may include any data voluntarily developed by districts to measure pupil achievement. • The plan addresses how funds provided to the school will be used to improve the academic performance of all pupils to the level of the performance goals as established by the API. • The plan identifies the schools' means of evaluating progress toward accomplishing the goals. • The plan addresses how state and federal law governing these programs will be implemented. • The plan is developed with the review, certification and advice of any applicable school advisory committees. • The plan is written, reviewed annually and