MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

District	THIS A	AGREEMENT is made this 1 day of July 2011, by and between the Mt. Diablo Unified after "District") and Cherri Duffy (hereinafter "Contractor").	School								
Agreem		t hereby engages Contractor to render described services under the terms and conditions	of this								
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.	Comperbasis:	nsation. District agrees to compensate Contractor for the performance of the Services on the fol	llowing								
	\$	68,000.00 total fee for Services 010 - 1664 - 11 - 5800 BUDGET CODE									
	The bas	sis of the fee for Services shall be as follows:									
		a. \$100.00 per hour, b. \$ per day, or c. \$ per engagement.									
	Check of	one:									
.	7	<u>Partial Payments</u> : Contractor shall invoice District on a monthly basis or as agreed to for al worked pursuant to this Agreement.	l hours								
		<u>Payment in Full</u> : Contractor shall invoice District on completion of services. District Admin will verify invoice indicating that all required services have been performed.	istrator								
	Contrac	ctor shall be responsible for all expenses incurred in association with the performance of the Serv	ices.								

- 3. <u>Term and Termination</u>. This Agreement will become effective on <u>7-1-2011</u>. 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. <u>Fingerprinting and Criminal Records Check of Contractor's Employees</u>. 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. <u>Rules and Regulations</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Notice</u>. 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

CONTRACTOR

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

Concord, CA 94319-139

Attn: Superintendent

Name: Cherry Duffy
Address: 3101 Scott St. #101

Son Emmeiges CA 041

San Francisco CA 94123

Phone:

626-399-2276

Fax:

Tax ID #: 572 49 0287

- 11. <u>Entire Agreement of Parties</u>. 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. <u>California Law</u>. 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.

- 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 execut	ted this Agreement on the date first above written.
MT. DIABLO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By: 6/27/1 Budget Administrator Date	By: Date
Title: Behaviorist Program Manager	Title: Educational Consultant
Authorized by: Milde L. D. Journe ElD Assistant or Associate Superintendent	Date Date
Approved: Assistant Superintendent of Personnel	Date
TO BE COMPLETED BY DISTR	ICT BUDGET ADMINISTRATOR
It is my determination that this contractor is regarding the submission of fingerprints to the	is not required to comply with Ed. Code §45125.1 Department of Justice.
	OR .
This contractor is subject to the requirement until I have received evidence that the Departr investigation.	s of Ed. Code §45125.1 and will not begin services ment of Justice has completed its criminal background
Grece 6/27/1	_
Administrator's Signature Date	•
Prior to commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the commencement of service, sign and forward control of the control o	
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original: Fiscal Services for payment Contractor сору:

Originator/Budget Administrator

Purcha	se Requisition # ### ##############################
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
14.	<u>Waiver</u> . The waiver by either party of any breach of any term, covenant, or condition herein contained shall other term, covenant, or condition herein contained.
IN WIT	NESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.
MT. DIA	ABLO UNIFIED SCHOOL DISTRICT CONTRACTOR:
By:	Budget Administrator Date Date Date Date Date Date Date
Authoriz	
Approveç	d: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.
	1

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
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TOWNS CO. TO SHARE THE PARTY OF

Distribution

original: Fiscal Services for payment copy: Contractor

сору:

Originator/Budget Administrator

3 of 4

Revised: 10/19/09

Purchase Requisition #	77000 -
EVUIDIT A	

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

IMPLEMENTATION OF BEHAVIOR INTERVENTIONS INCLUDING, BUT NOT LIMITED TO: -DEVELOPMENT OF BEHAVIOR SUPPORT PLANS

- -DEVELOPMENT OF CURRICULAR MATERIALS TO SUPPORT STUDENT SUCCESS
- -COLLABORATION WITH TEACHER AND STAFF TO SUPPORT STUDENT SUCCESS
- -CONSULTATION WITH TEACHER AND STAFF

Services of Contractor arranged by

SPECIAL EDUCATION/DISTRICT WIDE

Department / School

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MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

		THE INDEPENDENT CONTRACTOR							
Distric	THIS A	AGREEMENT is made this 1 day of July, 2011, by and between the Mt. Diablo Unified School after "District") and Phoenix Education Specialists (Benjamin Fliehman) (hereinafter "Contractor").							
Agreer	District nent.	t hereby engages Contractor to render described services under the terms and conditions of this							
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.	Comperbasis:	nsation. District agrees to compensate Contractor for the performance of the Services on the following							
	\$	80,000.00 total fee for Services 010 - 1664 - 11 - 5800 BUDGET CODE							
	The bas	sis of the fee for Services shall be as follows:							
		a. \$ 75.00 per hour, b. \$ per day, or c. \$ per engagement.							
	Check of	one:							
	7	<u>Partial Payments</u> : Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.							
		<u>Payment in Full</u> : Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.							
	Contrac	tor shall be responsible for all expenses incurred in association with the performance of the Services.							
3.	Term ar upon the	nd Termination. This Agreement will become effective on $\frac{7/1/2011}{}$. This Agreement will terminate e completion of the Services or when terminated as set forth below.							
	party. provisio	party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Should either party default in the performance of this Agreement or materially breach any of its ons, the non-breaching party may terminate this Agreement by giving written notice to the breaching Cermination 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. <u>Rules and Regulations</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Notice</u>. 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

CONTRACTOR

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

Attn: Superintendent

Name: Phoen 2465

Phoenix Education Specialists/Benjamin Fliehman

2465 Salvio Street Ste. B

Concord, CA 94520

Phone:

925.270.3391

Fax:

925.288.1285

Tax ID #: 3

571-53-0247

- 11. <u>Entire Agreement of Parties</u>. 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. <u>California Law</u>. 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

Purcha	that any action or proceeding brought to entimaintained in Contra Costa County, California.	force the to	terms and conditions of this Agreement shall be
13.	Agreement, the prevailing party shall be entitive reasonable attorneys' fees to be fixed by the courecover its costs of suit, whether or not suit pro-	led to recourt. The "proceeds to fi	any proceedings against the other arising out of this over, in addition to its costs of suit and damages, revailing party" shall be the party who is entitled to inal judgment. No sum for attorneys' fees shall be uses of determining whether a party is entitled to its
14.	<u>Waiver</u> . The waiver by either party of any brea not be deemed to be a waiver of such term, covother term, covenant, or condition herein contain	enant, cond	term, covenant, or condition herein contained shall lition, or any subsequent breach of the same or any
IN WI	TNESS WHEREOF, the parties hereto have execu	ited this Ag	greement on the date first above written.
MT. D	IABLO UNIFIED SCHOOL DISTRICT	CONTR	ACTOR:
By:		By:	
	Budget Administrator Date		Date
Title:	Behaviorist Administrator	Title:	Benjamin Fliehman
Approv	Assistant Superintendent of Personnel	Date	
	TO BE COMPLETED BY DISTI	RICT BUDG	GET ADMINISTRATOR
	It is my determination that this contractor regarding the submission of fingerprints to the	is not requ	uired to comply with Ed. Code §45125.1
		OR	
∠	This contractor is subject to the requiremen until I have received evidence that the Depart investigation.		
	Administrator's Signature Date	te	
Prior t	o commencement of service, sign and forward o	completed (original contract to Fiscal Services.
Origina	tor's Signature		
Billing	Address if reimbursed by outside agency—i.e. AS	SB, PTA, PI	FC
	,		

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

Purchase Requisition # EXHIBIT A				
LIST OF SERVICES TO BE PEI	RFORMED BY	CONTRAC	ГOR	
				- William
General Description: Contractor will provide tutoring and reading support	rt to Mt. Diablo Spec	cial Education st	udents distri	ct-wide.
Rate of Service: \$75.00 per hour \$350.00 for initial assessment				
Not to Exceed Amount: \$80,000.00				
010.1664.11.5000				
010.1664.11.5800 = \$25,000.00 010.1664.11.5100- \$55,000.00				
Service Period: ESY 2011 and 2011/12 School Year				
Saminas of Contractor and 11				
Services of Contractor arranged by Signature			 -	
	al Education / Dent (

Department / School

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MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

District	THIS A			is made and	this 1st	day of _ Cynthia F	July, 2	2011	_, by a	and be (here	tween inafter	the N	At. Di	ablo r").	Unified	d School
Agreen		hereby	engag	es Cont	tractor t	o render	descri	bed se	rvices	s und	er the	term	s and	. con	ıditions	of this
1.	Perform	nance of	`Servic	<u>es</u>												
	(a)	of this method materia Contrac	Agree l, and o als, too ctor ma	ment as letails of ls, trans ay, at Co	an indef performants sportation ontractor	ne service ependent ming the n, and 's own of tractors r	contra Servic workspa expense	ctor. es. Co ace ne , use i	Contractorial Co	ractor ctor sh ry for District	will and the	detern resp perfo	nine to onsible to permand	the note to the force of the contract of the c	neans, r provide f the s m the	manner, ding the services. Services
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2.	Comper basis:	nsation.	Distric	t agrees	to comp	ensate C	ontract	or for t	the pe	erform	ance o	of the	Servi	ces o	n the fo	ollowing
	\$	35,000.0	00 total	fee for S	Services					010 -	166 Budgi	4 -	11 -	58	800	
	The bas	is of the	fee for	Service	s shall b	e as follo	ws:				DUDGI	LI CO	DE			
		a. b. c.	\$ \$ \$		per hou per day per eng		t .									
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						hall invo at all req							s. Di	stric	t Admi	nistrator
	Contract	tor shall	be resp	onsible	for all e	xpenses i	ncurrec	l in ass	ociati	ion wi	th the	perfo	rmanc	e of	the Ser	vices.
3.						nt will be when term						This	Agree	men	t will te	erminate
	party. ; provisio	Should ns, the	either non-bre	party de eaching p	fault in party ma	nent at a the perf ny termin nmediate	ormano ate this	e of the Agree	his A ement	green t by g	ent o	r mat	erially	/ bre	each an	y of its

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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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.

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- 7. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Ownership of Designs and Plans.</u> 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. <u>Notice</u>. 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

CONTRACTOR

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

Attn: Superintendent

Name: Cynthia Peterson, Ph. D. 2372 Ellsworth Street, St

2372 Ellsworth Street, Suite F Berkeley, CA 94704

Phone: (510) 843-2005 x3

Fax: (510) 843-2005 Tax ID #: 81-0566852

- 11. <u>Entire Agreement of Parties</u>. 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. <u>California Law</u>. 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

Purcha	se Requisition #		
	that any action or proceeding brought to enformaintained in Contra Costa County, California.	orce the terms and co	onditions of this Agreement shall be
13.	Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damage 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 procounted in calculating the amount of a judgment costs or attorneys' fees.		
14.	<u>Waiver</u> . The waiver by either party of any brea not be deemed to be a waiver of such term, cove other term, covenant, or condition herein contained	enant, condition, or any	ant, or condition herein contained shal value subsequent breach of the same or any
IN WI	TNESS WHEREOF, the parties hereto have execut	ted this Agreement on	the date first above written.
MT. D	IABLO UNIFIED SCHOOL DISTRICT	CONTRACTOR:	
By:	Budget Administrator Date	Ву:	Date
Title:	ADR/NPS Administrator	Title:	Dr. Cynthia Peterson
Approv	Assistant or Associate Superintendent /ed:Assistant Superintendent of Personnel	Date Date	
	TO BE COMPLETED BY DISTR	RICT BUDGET ADMIN	IISTRATOR
	It is my determination that this contractor regarding the submission of fingerprints to the	Department of Justice	
	(OR	
∠	This contractor is subject to the requirement until I have received evidence that the Departi investigation.	ts of Ed. Code §45125 ment of Justice has con	5.1 and will not begin services npleted its criminal background
	Administrator's Signature Date	e e	
Prior to	o commencement of service, sign and forward c	ompleted original con	ntract to Fiscal Services.
Origina	tor's Signature		
Billing	Address if reimbursed by outside agency—i.e. AS	B, PTA, PFC	
			Distribution
			Distribution original: Fiscal Services for payment

copy: Contractor Originator/Budget Administrator

LIST OF SERVICES TO BE PE	DEODMED BY CONTDA	∼т∩р
EIST OF SERVICES TO BE LE	REORNIED DI CONTRA	CIOR
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General Description: Contractor will provide neuropsychological assessi Individual Education Plan (IEP) meetings when asked by the District.	ment for Mt. Diablo Unified School	District students, as well as, attended
Rate of Service: \$220.00 per hour		
Not to Exceed Amount: \$35,000.00		
010.1664.11.5800 = 25,000.00 010.1664.11.5100 = 10,000.00		
Service Period: ESY 2011 and 2011/12 School Year		
Services of Contractor arranged by Signature		
Signature		

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Revised: 10/19/09

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MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

Distric	THIS et (herein	AGREEMENT is made this 1 day of JULY 2011, by and between the Mt. Diablo Unified School nafter "District") and Deiredre Ryan-Booth (hereinafter "Contractor").
Agree	Distric	et hereby engages Contractor to render described services under the terms and conditions of this
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.	Compe basis:	ensation. District agrees to compensate Contractor for the performance of the Services on the following
	\$	52,000.00 total fee for Services 010 - 1664 - 11 - 5800 BUDGET CODE
	The ba	sis of the fee for Services shall be as follows:
		a. \$ 100.00 per hour, b. \$ per day, or c. \$ per engagement.
	Check	one:
	V	<u>Partial Payments</u> : Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
		<u>Payment in Full</u> : Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.
	Contrac	ctor shall be responsible for all expenses incurred in association with the performance of the Services.
3.	Term a upon th	nd Termination. This Agreement will become effective on 7-1-2011. This Agreement will terminate the completion of the Services or when terminated as set forth below.
	Either 1	party may terminate this Agreement at any time by giving thirty (30) days written notice to the other

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,

party. Termination shall be effective immediately on receipt of said notice.

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

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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. <u>Rules and Regulations</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Ownership of Designs and Plans</u>. 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. <u>Notice</u>. 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

CONTRACTOR

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

Attn: Superintendent

Name: Deiredre Ryan Booth
Address: 205 2nd Ave, #4

San Francisco CA 94118

Phone: 415-298-4425

Fax: 415-221-2067

Tax ID #: 052682411-01

- 11. <u>Entire Agreement of Parties</u>. 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. <u>California Law</u>. 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.

- 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. <u>Waiver</u>. 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.

other term, covenant, or condition herein contained.		
IN WI	TNESS WHEREOF, the parties hereto have execut	ted this Agreement on the date first above written.
MT. D	IABLO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By:	Budget Administrator Date	By: Duriche Lyan Box M 6/30/M Date
Title:	BEHAVIORIST PROGRAM MANAGER	Title: Behavior Analyst & School Psychologist
Author	ized by: Milde L. D. Swine El O Assistant or Associate Superintendent	及7/11/2011 Date
Approv	Assistant Superintendent of Personnel	Date
	TO BE COMPLETED BY DISTR	NCT BUDGET ADMINISTRATOR
	It is my determination that this contractor regarding the submission of fingerprints to the	is not required to comply with Ed. Code §45125.1 Department of Justice.
		OR .
Z	This contractor is subject to the requirement until I have received evidence that the Departi investigation.	s of Ed. Code §45125.1 and will not begin services ment of Justice has completed its criminal background
	Administrator's Signature Date	- -
Prior to	o commencement of service, sign and forward co	ompleted original contract to Fiscal Services.
	tor's Signature Address if reimbursed by outside agency—i.e. ASI	B, PTA, PFC
		District out on

Distribution

original: Fiscal Services for payment

copy: Contractor

copy: Originator/Budget Administrator

Purchase Requisition #_	76974
EXHIBIT A	

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

IMPLEMENTATION OF BEHAVIOR INTERVENTIONS INCLUDING, BUT NOT LIMITED TO:

-DEVELOPMENT OF BEHAVIOR SUPPORT PLANS

- -DEVELOPMENT OF CURRICULAR MATERIALS TO SUPPORT STUDENT SUCCESS
- -COLLABORATION WITH TEACHER AND STAFF TO SUPPORT STUDENT SUCCESS
- -CONSULTATION WITH TEACHER AND STAFF

Services of Contractor arranged by

Signature

SPECIAL EDUCATION/DISTRICT WIDE

Department / School