

Ins on file

Purchase Requisition # R 76191

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 7th day of October, by and between the Mt. Diablo Unified School District (hereinafter "District") and Kevin Clark Consulting and Training (hereinafter "Contractor").

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

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 39,100.00 total fee for Services

174	-	3082	-	10	-	5800
<u>BUDGET CODE</u>						

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 10/7/13. 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 # R76191

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

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

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

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

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Purchase Requisition # R76191

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: Susan Valg 10/7/13
 Budget Administrator Date
 Title: Principal

By: [Signature] 12/18/13
 Date
 Title: President

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
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.

Administrator's Signature Date

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

[Signature]
Originator's Signature

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

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

KEVIN CLARK

clark consulting and training

RIO VISTA ELEMENTARY SCHOOL

Contract for ELD Program Consulting Services 2013-14

Submitted: Sept. 27, 2013

BACKGROUND

Rio Vista Elementary School has substantially restructured both the content and approach to providing English development instruction to students. The school has for two years implemented a grammar-based English language development program that seeks to accelerate language learning. Now entering its third year, there is a need to assist a group of teachers new to this type of teaching and to support a group of skilled veteran ELD teachers to advance their methods. This contract details how an external consulting firm will continue to assist the school's teachers and principal in accomplishing their goals for language development.

PROPOSAL

This proposal details the scope and duration of services to be provided by Clark Consulting and Training, Inc. to Rio Vista Elementary School. The dates of this contract are from Sept. 30, 2013 to June 30, 2014.

SCOPE OF CONSULTANT DUTIES

There are three target teacher groups for this work. Each is identified below.

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

Group 2: Classroom ELD teachers with experience but who need additional support to enhance their delivery. This group numbers two.

Group 3: A group of teachers experienced with the methods and who demonstrate consistently high in-class performance. This group numbers three.

OUTCOMES FOR EACH GROUP

Group 1

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

- a. Understand the language star and how it provides a useful and research-informed framework for ELD instruction

- b. Understand and be able to demonstrate their understanding of the five *Key Language Acceleration Principles* that underlie high-intensity language teaching and learning
- c. Learn and be able to apply six grammar-based ELD teaching methods

Group 2

These are teachers who can benefit by a review and clarification of methods and instructional principles. They will:

- a. Be able to articulate the steps to each method
- b. Demonstrate in class the use of the methods as instructed
- c. Utilize during instruction of three of the five *Key Language Acceleration Principles*

Group 3

This group of high performers will:

- a. Learn two advanced methods for teaching academic writing through a grammar perspective
- b. Consistently utilize the *Push!* principle in their instruction
- c. Demonstrate mastery of the two methods during actual instruction

TIME ALLOCATIONS BY GROUP

Training Group	Training Days (Out of Class)	In-class Coaching	Rationale
Teachers new to ELD (n=5)	3	12	Establish solid philosophical understanding; methods steps and ability to implement; <i>Key Language Acceleration Principles</i>
Existing ELD teachers needing review (n=2)	Attend same training as new teachers	4	Address specific issues that are preventing better delivery to students
Excelling ELD teachers (n=3)	1	3	Push them to higher levels of performance and new advanced methods.
Totals:	4	19	23 on-site days total

MATERIALS PROVIDED BY CONSULTANT

1. Training binders and contents for all participants
2. ELD scope and sequence guides with pacing calendars
3. Weekly methods mixes

Proposed Rio Vista Elementary ELD Dates 2013-14
Clark Consulting and Training, Inc.

Dates	Purpose
9-30-13 (Vickie)	Coaching and demo (VTS, TT, FJ, LWU)
10-1-13 (Vickie)	
10-14-13 (Vickie)	Coaching <i>VTS</i> and planning <i>VTS</i>
10-15-13 (Vickie and Sarah)	Coaching <i>VTS</i> and planning <i>VTS</i>
10-29-13 (Vickie)	Coaching and planning <i>Syntax Surgery</i>
10-30-13 (Vickie)	Planning <i>Syntax Surgery/VTS</i> and whole-staff training on: <ul style="list-style-type: none"> • How to read the scope and sequence • <i>Key Language Acceleration Principles</i>: <ul style="list-style-type: none"> ○ All day, everyday • Language is connected to literacy: <ul style="list-style-type: none"> ○ Webb's Depth of Knowledge
11-12-13 (Vickie and Sarah)	Demo and planning/ <i>Four-Picture Story Frames</i>
11-13-13 (Vickie and Sarah)	Coaching and whole-staff training: <ul style="list-style-type: none"> • Grading the assessments (writing)
11-14-13 (Vickie and Sarah)	Coaching <i>Four-Picture Story Frames</i>
12-3-13 (Vickie)	Coaching and demos
12-4-13 (Vickie)	Planning and training: <ul style="list-style-type: none"> • <i>Vocabulary Frames</i> • Deeper Look at <i>VTS</i> and <i>Four-Picture Story Frames</i>
12-5-13 (Vickie)	Coaching and planning
1-8-14 (Vickie and Sarah)	Planning and training: <ul style="list-style-type: none"> • <i>Morph House</i>
1-9-14 (Vickie and Sarah)	Demo-Coaching <i>Morph House</i> w/ Roving Sub
1-10-14 (Vickie and Sarah)	Coaching- no sub
22 days	One day pending based on identified need

COST BASIS

For the services described above, the consulting fee is \$39,100.00, which includes all consultant preparation, development, travel and overhead. Billing is monthly upon submission of invoices by consultant. All services are guaranteed to meet the quality standards of the district.

INDEPENDENT CONTRACTOR STATUS

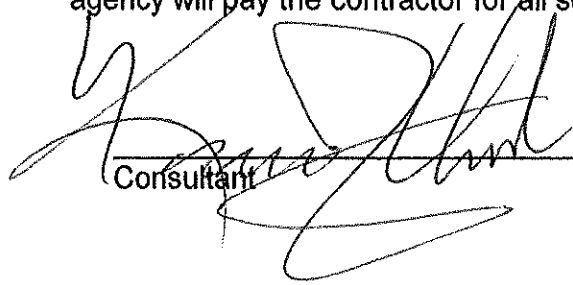
In rendering the described services, it is mutually understood and agreed that the contractor shall, at all times, be acting and performing as an independent contractor and not as an employee of the school district. All personnel, if any, employed by the contractor to assist in the performance of this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

ALTERATIONS

It is mutually understood and agreed that no alternations or variations of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding on either party. The agreement is not assignable by the contractor either in whole or in part.

TERMINATION

The parties agree that either may terminate the contract with 30 days written notice. In the event the contract is terminated by either party the contracting agency will pay the contractor for all services rendered to the date of termination.

	12/6/13	95-4663756
_____ Consultant	_____ Date	_____ EIN Number

_____ Authorized District Signature	_____ Date
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