

Purchase Requisition #

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R76063

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 1st day of September, 2013, by and between the Mt. Diablo Unified School District (hereinafter "District") and Martha Pollack (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 in 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:

\$24,480 total fee for service

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

- a. \$80 per hour.
- b.
- c. \$ _____ per engagement See Exhibit A

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 be paid upon completion of services after obtaining originator's signature at the bottom of this contract, indicating that 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 October 1, 2013. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

2013 (DN) per JAMES WOGAN'S EMAIL

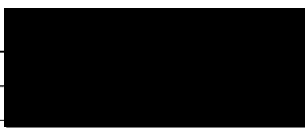



Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice 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. 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. 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.
9. 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>Martha Pollack</u>
1936 Carlotta Drive	Address: 
Concord, CA 94519-1397	Phone: 
Attn: Superintendent	Fax: 
	Tax ID #: 

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.

10. 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.
11. 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 that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
12. 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.

- 13. 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: [Signature] 05/29/13
YVHS Budget Administrator Date

By: [Signature] 8/30/15
Date

By: [Signature] 8/29/13
Budget Administrator Date

Titles: YVHS Principal & Admin, Schl Linked Srv

Title: Lic. Clinical Social Worker

Authorized by: [Signature] 9/25/13
Assistant or Associate Superintendent Date

Approved: [Signature] 9/11/15
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.

[Signature] 8/29/13
Administrator's Signature Date

Upon completion of Services, sign below and forward original contract to Fiscal Services for payment.

[Signature] 8/29/13 250-5500
Originator's Signature Date Phone

See Exhibit A for Budget Codes

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

EXHIBIT A



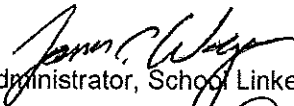

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR 2013-2014 SCHOOL YEAR

- Contractor will: Learn school and district policies and practices such as attendance, discipline, promotion and retention, delivery of service for special needs students.
- Contractor will: Learn the school profile, background of student population, and student needs.
- School site(s) will: Give contractor an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- Contractor will: Become familiar with school and community-based programs and resources for students and families.
- Contractor will help students to develop skills in the following areas: Refusal skills, knowledge of the physical, mental, social, and emotional impact of drug and alcohol abuse, prevention of experimental drug and alcohol use, understanding how drug and alcohol dependence impacts family communication and relationships, problem solving, de-escalation strategies, relapse prevention, anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- The type of services provided will be proposed based on the reason for referral and the determination of the contractor.
- Contractor will provide evening parent education informational meetings to inform parents of the type of services provided at YVHS and MDHS. Schedule for these events must be mutually agreed upon by Principal and Contractor.
- Contractor will: Demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Contractor will: Work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- Contractor will: Work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054.
- Contractor will: Participate in school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When appropriate, Contractor will: Assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through established school Coordinated Care Teams.
- In the event that an urgent or emergency circumstance is encountered, such as required CPS report, call to Police, hospitalization evaluation, safety concerns, etc., Contractor will immediately directly contact the principal of the school, Designated school site administrator and the Administrator, School Linked Services.
- Contractor will: Obtain written permission to provide services for any and all student's served.
- Contractor will: Request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- Contractor will: Provide a written end-of-year summary form, or end-of-services summary form, for each student served.
- Contractor will provide a mid-year utilization summary including number of students referred for counseling, number of students served, top four reasons for referral for counseling, ethnicity and gender of student population referred for counseling, and information related to the implementation of this contract.
- Contractor will provide an end-of-year utilization summary including number of students referred for counseling, number of students who participated in more than three sessions, number of students seen for one session, number of students for whom parental consent for counseling was not obtained, the top four reasons for referral for counseling, ethnicity and gender of student population referred for and participated in counseling, and relevant information related to the delivery of services.
- For each student served, Contractor will seek written permission to exchange information with school site and district personnel involved in the delivery of counseling and other support services.
- Contractor will not maintain confidential student information on laptop computers or mobile devices susceptible to theft or loss.
- Contractor will: identify students in need of ongoing counseling services the following school year.
- During breaks from school and summer, students in need of urgent services and support will be referred to appropriate and accessible community resources.
- Contractor will inform the Director, Student Services and Administrator, School Linked Services of any concerns reported by district personnel, parents, intern(s), intern supervisor(s) or student(s) related to the delivery of services or quality of services provided.
- End-of-year utilization summary report will be provided to the Principals of YVHS and MDHS and Administrator, School Linked Services, no later than June 15, 2014.
- Contractor will: Maintain timely and accurate records.

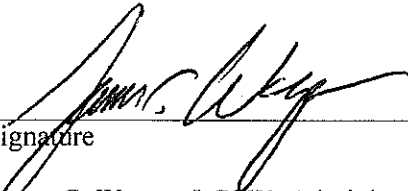
- Contractor will: Maintain student and family confidentiality.
- Contractor will: Follow professional and ethical guidelines, District policies and procedures, and State and Federal law.
- Signatures to be obtained and PR to be arranged by MDUSD Fiscal Analyst following board approval.
- Principal or principal's designee at YVHS and MDHS is responsible for S3 grant expenditures and fiscal reporting.
- School principals are responsible for monitoring hours worked, processing invoices, and payments to contractor.

FISCAL INFORMATION

		Budget Code	
YVHS	399 3149 10 5800	YVHS S3 Grant	\$20,000
School Linked Services	033-3093-40-5800	LEA Medi-Cal Mental Health	\$4,480
		Total:	\$24,480

	9/5/13
YVHS S3 Grant Coordinator, Signature :	Date:
	08/27/12
YVHS Principal, Signature:	Date:
	5/29/13
Administrator, School Linked Services, Signature	Date:
	9/10/2013
Director, Student Services, Signature	Date:

Contract arranged by


 Signature
 James C. Wogan, LCSW, Administrator, School Linked Services

YVHS will set up PR# and process invoices.