



MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

JUN 26 2009

MDUSD
SPECIAL EDUCATION
DEPARTMENT

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

ORIGINAL

THIS AGREEMENT is made this 1st day of July, 2009 by and between the Mt. Diablo Unified School District (hereinafter "District") and Gabi Elfenbein, Behaviorist 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:

Total fee for Services Not To Exceed \$ 90,000.00 (Behavioral Services)

RECEIVED

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

- a. \$ 100.00 per hour
- b. \$ per day, or
- c. \$ per engagement

SUBMITTED TO FISCAL SERVICES
SEP 08 2009

JUL 14 2009

FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

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 July 1, 2009. 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. 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:

DISTRICT

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

CONTRACTOR

Name: **Gabi Eifenbein**
Address: **3115 Sylvan Avenue
Oakland, CA 94602**
Phone: **(510) 703-2674**
Fax: **(510) 530-5464**
Tax ID #: *568-77-4128*

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: Mildred D. Browne, Ed.D.
Budget Administrator

By: Jacobi 7/11/09
Date

Title: Assistant Superintendent
Pupil Services/Special Education

Title: LMFT #39306 / Behaviorist

Authorized by: Mildred D. Browne Ed.D 6/25/09
Assistant or Associate Superintendent Date

Approved: Gail Isserman 6-29-09
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] 6/15/09
Administrator's Signature Date

OK

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

 KG 6/15/09 ext 4164
Originator's Signature Date Phone

010.1664.11.5800
Budget Code

<p>Distribution original: Fiscal Services for payment copy: Contractor copy: Originator/Budget Administrator</p>
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*Additional forms may be obtained from the offices of the Assistant Superintendent of Elementary Education and the Associate Superintendent of Educational Services or the Fiscal Services web site:
www.mdusd.k12.ca.us/fiscal/pdf/contract.pdf*

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Gabi Eifenbein, behaviorist, will provide behavioral support for students in Mt. Diablo Unified School District from July 1, 2009 to June 30, 2010 not to exceed \$ 90,000.00.

Services of Contractor arranged by



Signature

Special Education/Dent

Department / School

Certificate of Insurance (Proof of Coverage) Date Issued: 4/20/2010

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.

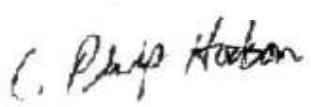
<p style="text-align: center;">Insured Name and Mailing Address*</p> <p>Gabi Effenbein</p> <p>3115 Sylvan Ave. Oakland, CA 94602</p> <p><i>*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.</i></p>	<p style="text-align: center;">Program Administrator</p> <p style="text-align: center;">Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605</p> <p style="text-align: center;">Underwritten By: Philadelphia Indemnity Insurance Company</p>
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Coverage

Policy #: PHCP041121	Effective Date: 08/01/09	Expiration Date: 08/01/10
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.		

Limits of Liability		Coverage Part
EACH OCCURRENCE <i>(Per individual claim)</i>	AGGREGATE <i>(Total amount per policy year)</i>	
\$1,000,000	\$5,000,000	Professional Liability
N/A	N/A	Commercial General Liability <i>Includes: General Liability, Fire & Water Legal Liability, and Personal Liability</i>
N/A	N/A	Property Coverage
\$1,000,000	\$5,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$25,000	\$25,000	State Licensing Board Investigation Expense Coverage
\$5,000	\$5,000	Assault Coverage
\$5,000	\$15,000	Deposition Expense Benefit
\$2,500/person	\$25,000	Medical Expense Coverage
\$2,500	\$2,500	First Aid Coverage

Description/Special Provisions:

Certificate Holder	Cancellation
Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 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.
Holder has also been added to the policy as an additional insured: ** <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No **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).	Authorized Representative <div style="text-align: right;">  C. Philip Hodson </div>

DISCLAIMER: The 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

Mt Diablo Unified School District is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Mt Diablo Unified School District**.

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

Added effective **04/19/10** for no additional premium.

All other terms and conditions of this Policy remain unchanged. This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Policy #: PHCP041121
Effective on or after: 04/19/10
Issued to: Gabi Effenbein
Expiration date: 08/01/10

Endorsement #: PHCP-06

By:



Jamie Maguire, Authorized Representative



DUPLICATE

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES M. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94618-1897
(925) 682-8000

ORIGINAL PERSONNEL SERVICE
OCT 05 2009

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

SPECIAL EDUCATION DEPARTMENT
MDUSD

M.B.

THIS AGREEMENT is made this 24th day of July, 2009 by and between the Mt. Diablo Unified School District (hereinafter "District") and ~~Monica Flichmann (Phoenix Education Specialists)~~ District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

Benjamin M.B.

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:

RECEIVED

OCT 20 2009

\$ 24,999.00 total fee for Services

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

Budget & Fiscal Services

- a. \$ 65.00 per hour
- b. \$ per day, or
- 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 July 24, 2009. 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. 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:

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

M.B.
Benjamin CONTRACTOR
Name: ~~Monica~~ Flichmann (Phoenix Education Specialists)
Address: 33 Quail Court, Suite 105
Walnut Creek, CA 94596
Phone: (925) 944-9932
Fax: (925) 288-1285
Tax ID #: ~~20-4739964~~ *inf*
571-53-0247

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: Mildred D. Browne, Ed.D.
Budget Administrator

Monica Flichmann 8/13/09
By: Monica Flichmann 7/24/09
Asst. Director Date

Title: Assistant Superintendent
Pupil Services/Special Education

Title: B. Flichmann
Director / Lead Instructor
7-20

Authorized by: Mildred D. Browne EdD
Assistant or Associate Superintendent Date

10-12-09

Approved: Gail Iserson 10-6-09
Assistant Superintendent of Personnel Date

B. Flichmann
8-13-09
M. Browne 10

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.

NOTE: FINGER PRINT AFFIDAVIT IS ATTACHED

[Signature] 7/24/09
Administrator's Signature Date

Mildred D. Browne EdD 10-7-07
M. Browne 10-12-09

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

[Signature] 7/24/09 682-8000
Originator's Signature Date EXT 4670
Mildred D. Browne EdD

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

010
104.1664.11.5800
Budget Code

10-7-07
Mildred Browne
10-12-09

Additional forms may be obtained from the offices of the Assistant Superintendent of Elementary Education and the Associate Superintendent of Educational Service, or the Fiscal Services web site:
www.mdusd.k12.ca.us/fiscal/pdf/contract.pdf

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

by
Benjamin and

↳ Monica Fliemann (Phoenix, Education Specialists) will provide Mt. Diablo Unified School District with tutoring in reading for Mt. Diablo students from July 24, 2009 to June 30, 2010 at a cost of \$ 65.00 an hour and an initial assessment fee of \$ 300.00, not to exceed \$ 24,999.00.

Services of Contractor arranged by

Mildred D. Browne ELD 10-12-07
M. Browne ELD 10-7-07

Signature

Special Education/Dent Center

Department / School

STATEWIDE INSURANCE SVCS INC/PHS
PO BOX 33015
SAN ANTONIO TX, 78265

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DR
CONCORD, CA 94519

ACORD 25-S (7/97)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

RBB DATE
11022 04-19-2010

PRODUCER
STATEWIDE INSURANCE SVCS INC/PHS
129363 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

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.

INSURERS AFFORDING COVERAGE

INSURED
PHOENIX EDUCATION SPECIALISTS INC
33 QUAIL CT STE 105
WALNUT CREEK CA 94596

INSURER A: Hartford Casualty Ins Co
INSURER B: Twin City Fire Ins Co
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57 SBA TX9385	11/14/09	11/14/10	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab				FIRE DAMAGE (Any one fire) \$300,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<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				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76 WEG JX7958	03/12/10	03/12/11	<input checked="" type="checkbox"/> WE STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$1,000,000				
	E.L. DISEASE - POLICY LIMIT \$1,000,000				
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this

CERTIFICATE HOLDER ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DR
CONCORD, CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) 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

For Taylor



MT. DIABLO UNIFIED SCHOOL DISTRICT
 JAMES W. DENT EDUCATION CENTER
 1936 Carlotta Drive
 Concord, California 94519-1397
 (925) 682-8000

PERSONNEL SERVICES

PO. 5346

MAY 07 2009

REVISED
 MAY 12/09

ORIGINAL
 SPECIAL EDUCATION
 DEPARTMENT

SUBMIT TO FISCAL SERVICES
 OCT 28 2009

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

THIS AGREEMENT is made this 1st day of May, 2009 by and between the Mt. Diablo Unified School District (hereinafter "District") and Dr. Cynthia Peterson 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.

REVISED
 MAY 17/10

- 2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:
~~44,500.00~~ ~~24,500.00~~ m.b.
 m.b. \$ total fee for Services

SUBMITTED TO FISCAL SERVICES
 JAN 27 2010

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

- a. \$ _____ per hour
- b. \$ _____ per day, or
- 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 May 1, 2009. 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. 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: Cynthia Peterson, Ph. D.
1936 Carlotta Drive	Address: 2372 Ellsworth Street, Suite F
Concord, CA 94519-1397	Berkeley, CA 94704
Attn: Superintendent	Phone: (510) 843-2005, ext. 3
	Fax: (510) 843-2005
	Tax ID #: 81-0566852

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: Mildred D. Browne, Ed.D.
Budget Administrator

By: Cynthia Pater 5/8/09
Date

Title: Assistant Superintendent
Pupil Services/Special Education

Title: Neuropsychology

Authorized by: Mildred D. Browne Ed.D 5/6/09
Assistant or Associate Superintendent Date

Approved: Gail Isserman 5.7-09
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.

Mildred Browne Ed.D 5/6/09
[Signature] 5/5/09
Administrator's Signature Date

OK

REVISED
4/7/10

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

[Signature] 5/5/09 BT 4070
Originator's Signature Date Phone

010.1664.11.5100 Mildred D. Brown ELD
010.1664.11.5800 _____
Budget Code 1-8-2010

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

*Additional forms may be obtained from the offices of
the Assistant Superintendent of Elementary Education
and the Associate Superintendent of Educational Services
or the Fiscal Services web site:
www.mdusd.k12.ca.us/fiscal/pdf/contract.pdf*

EXHIBIT A



REVISED

11/7/10

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR



REVISED

10/23/09

Dr. Cynthia Peterson will provide several Mt. Diablo Unified School District students with neuropsychological assessments and attend IEPs at a rate of \$220.00 per hour.

Contract Amount Not to Exceed: ~~\$24,500~~ *44,500.00* *M.B.*

Service Period: 5/1/09 to 6/30/2010

SUBMITTED TO FISCAL SERVICES

OCT 28 2009

Services of Contractor arranged by

Mildred D. Browne EdD
Signature *10-27-09*

Special Education Dept.
Department / School



Trust Risk Management Services, Inc. (TRMS) • 1791 Pkysphere Circle, Chicago, IL 60674 • Phone (877) 637-9700 • FAX (877) 251-5111

MEMORANDUM OF INSURANCE Date Issued: April 28, 2010

<p>Named Insured: Pediatric Neuropsychology Group 2372 Ellsworth St Ste F Berkeley, CA 94704 1550</p>	<p>This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the policy and/or certificate listed below.</p>
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<p>Producer: Trust Risk Management Services, Inc. 1791 Pkysphere Circle Chicago, IL 60674 1.877.637.9700</p>	<p>Company Affording Coverage ACE American Insurance Company 140 Broadway New York, NY 10005-1108</p>
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<p>Covered Person</p>	<p>Status Named Insured</p>
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This is to certify that the policy and/or certificate listed below has been issued to the insured named above for the policy and/or certificate period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain. The insurance afforded by the policy and/or certificate described herein is subject to all terms, exclusions and conditions of such policy and/or certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Policy and/or Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Claims Made	78G22368205	07/01/2009	07/01/2010	Each incident	\$2,000,000
				Annual aggregate	\$4,000,000

Retroactive Date: 07/01/2002

<p>Additional Insured: The Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA, 94519</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES AND/OR CERTIFICATES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.</p>
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Authorized Representative:
