

Purchase Requisition # R113391

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

1936 Carlotta Drive  
Concord, CA 94519

AP-Received

MAY 30 2019

Phone Services

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

THIS AGREEMENT is made this 28 day of May 2019, by and between the Mt. Diablo Unified School District (hereinafter "District") and Laurie Gulutan (hereinafter "Contractor").

District hereby engages Contractor to render 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 and transportation 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 only with the written approval of the District.
- (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:

Not to exceed \$ <u>73,000.00</u> for Services	<u>457</u> - <u>3692</u> - <u>40</u> - <u>5800</u>	\$ <u>25,000.00</u>
The basis of the fee for Services shall be as follow	<u>457</u> - <u>3928</u> - <u>40</u> - <u>5800</u>	\$ <u>36,500.00</u>
a. \$ _____ per hour,	<u>457</u> - <u>3245</u> - <u>40</u> - <u>5800</u>	\$ <u>11,500.00</u>
b. \$ _____ per day, or	BUDGET CODE(S)	
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.
- ☐ Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- ☐ 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 7/1/2019. 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.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California 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. To the extent Education Code §45125.1 is applicable, 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. Contractor shall provide the certification document attached hereto as Exhibit B prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District 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 hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**INSURANCE REQUIREMENTS**

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: 1) Modify CGI to \$1M per occurrence with \$3M aggregate

Other: 2) Waive auto insurance, as vendor will park off campus

3) Waive worker's compensation

The initials of the Superintendent, or his/her Designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

  
\_\_\_\_\_  
Superintendent or  
his/her Designee

  
\_\_\_\_\_  
General Counsel

9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

**DISTRICT**

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

**CONTRACTOR**

Name: Laurie Gulutzan  
Attn: \_\_\_\_\_  
Address: 196 Hall Dr.  
Orinda, CA 94563  
Phone: (925) 337-7006  
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 next business day 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 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 as awarded by a court of competent jurisdiction, 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

By:  5/28/19  
Signature of Principal/Budget Administrator Date


Title: Christina Filios, Administrator  
Print Name and Title

Laurie Gultzan  
Name of Company/Organization or Independent Contractor/Consultant  
By:  5.28.19  
Signature of Contractor/Consultant Date

Title: Laurie Gultzan, School Therapist, MFT  
Print Name and Title

Authorized and Approved by:  5/31/19  
Superintendent or his/her Designee Date

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

 5/28/19  
Originator's Signature Date  
Christina Filios, Administrator  
Print Name of Originator and Title

Crossroads High School  
Site/Department Originating this Contract

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

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

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

## **EXHIBIT A**

### **LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR**

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE  
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

Laurie Gultzan is a licensed MFT contractor and holds a Masters in Counseling Psychology from John F. Kennedy University. She is a consultant providing individual counseling, couples counseling, family sessions and case management at Crossroads Continuation High School. Laurie will be employed 30 hours per week. Approximately 25 hours per week will include counseling, case management, administrative and other services provided at the school. The remainder of time will include consultation, training, and other indirect services.

Student success depends on many things. For the students of Crossroads High School a particular area of need is mental health and learning how to make relationships strong. Helping to remove some of life's obstacles will help our students to be more successful. Laurie conducts small group sessions according to particular needs.

Laurie has fingerprint clearance on file with personnel.

Laurie will submit eleven monthly invoices to Crossroads in the amount of \$6,083.00 and one month invoice in the amount of \$6,087 to total \$73,000.00.

**EXHIBIT B**  
*Contractor REQUIRED to Complete*  
**CRIMINAL BACKGROUND CHECK CERTIFICATION**

**Mt. Diablo Unified School District**  
**Consultant/Independent Contractor Agreement - Criminal Background Check**

Name of Independent Consultant/Contractor:		Laurie Gultzan
Services to be performed under the Agreement:		Counseling Services, See Exhibit A
Schools/Locations where services will be performed:		Crossroads High School
Total amount to be paid by the District under this Agreement:		\$ 73,000.00
Term of Agreement:		7/1/2019 - 6/30/2020
<p align="center"><b><i>Check the applicable box(es) and fill in any blanks.</i></b></p>		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
Independent Contractor/Consultant Signature

Laurie Gultzan 5.28.19  
Print Name Date  
Independent Contractor/Consultant

Superintendent or his/her Designee's Signature

Michael Jimenez  
Print Name  
Superintendent or his/her Designee

5/31/19  
Date



## Certificate of Liability Insurance

Date Issued: 09/20/2018

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058  
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. 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.

**Insured:** Lauriel Gultzan  
196 hall drive  
orinda, CA 94563

**Policy Number:** E38796  
**Policy Term:** 09/15/2018 to 09/15/2019  
**Occupation:** Licensed Mental Health  
Counselor

### Covered Locations

**Professional Liability:** Portable coverage, not location specific

**General Liability Insured Location(s):**

2701 Willow Pass Road, Concord, CA 94563

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	\$ 1,000,000 \$ 250,000	\$ 3,000,000 \$ 250,000
• Fire/Water Legal Liability		
Business Personal Property	\$ 15,000	\$ 15,000


Comments/Special Descriptions:

### Certificate Holder

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

☒ Certificate Holder has been added as an additional insured

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). Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

  
Authorized Representative  
C. Philip Hodson

**ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL LIABILITY  
INSURANCE POLICY DECLARATIONS**

Policy Number: E38796

Philadelphia Indemnity Insurance Company

Administered by: CPH & Associates  
711 S. Dearborn, Ste. 205  
Chicago, IL 60605

Lauriel Gultzan  
196 hall drive  
orinda, CA 94563

Affiliation: CAMFT  
Professional Occupation: Licensed Mental Health Counselor

Coverage Term From: 09/15/2018 to 09/15/2019  
at 12:01 A.M. Standard Time at your mailing address shown above.

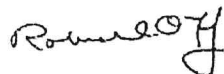
COVERAGE A - PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABILITY	PREMIUM
Individual - Each Incident:	\$1,000,000	\$310.00
Aggregate:	\$5,000,000	
Association, Partnership or Corporation - Each Incident:	\$N/A	
Aggregate:	\$N/A	
COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE		(Included)
Each Incident:	\$1,000,000	
Aggregate:	\$5,000,000	
STATE LICENSING BOARD INVESTIGATION DEFENSE COVERAGE		\$0.00
Each Incident:	\$35,000	
Aggregate:	\$35,000	
COMMERCIAL GENERAL LIABILITY COVERAGE		\$182.00
Each Incident:	\$1,000,000	
Aggregate:	\$3,000,000	
PROPERTY COVERAGE		\$150.00
Each Incident:	\$15,000	
Aggregate:	\$15,000	

**Premium (including taxes): \$ 642.00**

Policy Forms & Endorsements: PI-PHCP-02 (10/16) PI-PHCP-05 (03/01) PI-PHCP-011 (07/10) PI-CIM-066 (09/06) PI-BELL-1 (11/09) PI-CME-1 (10/09) PI-PHCP-CA-1 (07/10) IL N 177 09 12

**To Verify Claims History, send requests to the Administrator at [claims@cphins.com](mailto:claims@cphins.com)**

By:



President

By:



Secretary



**THIS ENDORSEMENT CHANGED 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**.

Additional Insured Name and Mailing Address:  
Mt Diablo Unified School District

1936 Carlotta Drive  
Concord, CA , 94519

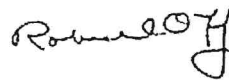
All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

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Policy: E38796  
Effective on and after: 09/15/2018  
Issued to: Lauriel Gultzan  
Expiration date: 09/15/2019

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PI-PHCP-05 (03/01)



By: Robert O'Leary, Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LIABILITY COVERAGE ENHANCEMENT**

This endorsement modifies and is subject to the insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

Following is a summary of the Limits of Liability and additional coverages provided by this endorsement. For complete details on specific coverages, refer to the endorsement wording below.

**SCHEDULE**

<b>Limits of Liability</b>	<b>\$1,000,000</b> Each Occurrence	<b>\$3,000,000</b> Aggregate
<b>Coverage Application</b>		<b>Page #</b>
General Liability		1
Fire and Water Legal Liability		1
Personal Liability		2

Coverage provided herein is on an occurrence basis and will only apply to **injury** or **damage** caused by **occurrences** which happen on or after the effective date indicated in the Declarations, and prior to the policy's expiration, as indicated in the Declarations.

**I. COVERAGE****A. General Liability**

**We** will pay all amounts which **you** become legally obligated to pay, including **host liquor liability** and **products liability**, as a result of **injury** or **damage** to which this insurance applies.

**B. Fire and Water Legal Liability**

With respect to the **insured's** legal liability for **damage** to property which the **insured** does not own or have financial interest in, caused by:

1. Fire;
2. Discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. Rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators; provided:
  - a. The **damage** is caused by an **occurrence** that happens anywhere in the world, including the workplace, during the policy period; and
  - b. The **insured** has not assumed liability under a contract or agreement that is greater than imposed by law.

The most **we** will pay for all occurrences under this coverage is \$250,000. This limit is included within and not in addition to the limits shown in the endorsement **SCHEDULE**.

Philadelphia Indemnity Insurance Company

Locations Schedule

The following locations are covered under the Liability Coverage Enhancement PI-PHCP-11 (07/10)

**Policy Number E38796**

Location No.	Address
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1.	2701 Willow Pass Road Concord, CA 94563
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