

Purchase Requisition # _____

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 1 day of July 2013, by and between the Mt. Diablo Unified School District (hereinafter "District") and Deirdre Ryan-Booth (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:

\$ 78,700.00 total fee for Services

010 - 1664 - 41 - 5800
BUDGET CODE

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

- a. \$ 100.00 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 7-1-13. 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,

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

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

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. 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:

DISTRICT

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

CONTRACTOR

Name:	Deiredre Ryan-Booth
Address:	205 2nd Ave. #4
	San Francisco CA 94118
Phone:	415-298-4425
Fax:	415-221-2067
Tax ID #:	052682411-01

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

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

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: Loren Quirk 4-24-13
Budget Administrator Date

By: David A. Ryan 4-24-13
Date

Title: Behaviorist Program Manager

Title: Behavior Analyst & School Psychologist

Authorized by: Sharon M. J. [Signature] 5/24/13
Assistant or Associate Superintendent Date

Approved: [Signature] 5/24/13
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.

Sharon M. J. [Signature] 5/24/13
Administrator's Signature Date

OK

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

Loren Quirk
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

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

IMPLEMENTATION OF BEHAVIOR INTERVENTIONS INCLUDING, BUT NOT LIMITED TO:

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

Includes IEP-mandated service hours and program support (including but not limited to: program and curriculum development and consultation) for the "Autism Magnet Program" or comparable programs/settings.

Includes 2013 Extended School Year and 2013-2014 school year.

Addendum to contractual agreement regarding IEP meeting attendance, report-writing, and travel time:

"Attendance at such meetings does not constitute a billable service hour(s). CONTRACTOR shall attend all additional meetings mandated by the LEA during the school year (including Extended School Year), without charge. Additionally, report-writing and travel time do not constitute billable hours."

Services of Contractor arranged by


Signature

Special Education/District-Wide

Department / School

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 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**.

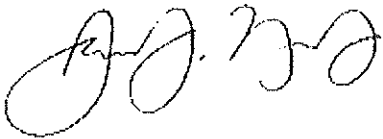
Additional Insured Name and Mailing Address:

Mt. Diablo Unified
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.

Policy: PHCPE26595
Effective on and after: 7/27/2013
Issued to: Deiredre Ryan
Expiration date: 7/27/2014

PI-PHCP-03(03/01)



By:

Jamie Maguire, Authorized Representative

**ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL LIABILITY
RENEWAL DECLARATION**

Attach this renewal declaration to your expiring policy

Policy Number:	PHCPE26595	Philadelphia Indemnity Insurance Company
Name:	Deiredre Ryan	Administered By: CPH & Associates
Address:	205 2nd Avenue #4	711 S. Dearborn, Suite 205
Address 2:		Chicago, IL 60605
City, State Zip:	San Francisco, California 94118	
Affiliation:	NSP	
Professional Occupation:	Board Certified Behavior Analyst	
Policy Terms From:	7/27/2013	
Policy Terms To:	7/27/2014	

Ending at 12:01 a.m. Standard Time.

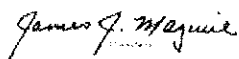
COVERAGE A - PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABILITY	PREMIUM
Individual - Each Incident:	\$1,000,000.00	\$342.30
Aggregate:	\$5,000,000.00	
Association, Partnership or Corporate - Each Incident:	N/A	
Aggregate:	N/A	
COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE		
Individual - Each Incident:	\$1,000,000.00	
Aggregate:	\$5,000,000.00	
GENERAL LIABILITY COVERAGE		
Each Incident:	N/A	N/A
Aggregate:	N/A	
PROPERTY COVERAGE		
Each Incident:	N/A	N/A
Aggregate:	N/A	

Premium (including taxes): **\$342.30**

Policy Forms & Endorsements:
PI-PHCP-02(07/10)

Policy Forms and Endorsement: The expiring policy forms, endorsements and limits of insurance apply to this renewal unless changes are shown on this Renewal Declaration.

Call the Administrator to Verify Claims History at 1-800-875-1911



Jamie Maguire, Authorized Representative

State Endorsement(s) made a part of this policy at the time of issue: refer to www.ephins.com

Certificate of Insurance (Proof of Coverage) Date Issued: (4/23/2013)

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.

Insured Name and Mailing Address*	Program Administrator
Name Deiredre Ryan Street 205 2nd Avenue #4 City San Francisco State California Zip 94118	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company

**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.*

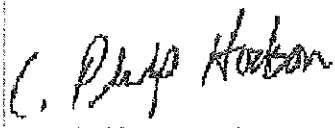
Coverage

Policy #: PHCPE26595	Effective Date: (7/27/2013)	Expiration Date: (7/27/2014)
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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 (Per individual claim)	Aggregate (Total amount per policy year)	
\$1,000,000.00	\$5,000,000.00	Professional Liability
N/A	N/A	General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000.00	\$5,000,000.00	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder	Cancellation
Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Holder has also been added to the policy as an additional insured:** Yes / <input checked="" 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 C. Philip Hodson

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.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2

Name (as shown on your income tax return)

Deirdre A. Ryan

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶

☐ Other (see instructions) ▶

☒ Exempt payee

Address (number, street, and apt. or suite no.)

205 2nd Avenue #4
San Francisco CA 94118

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Deirdre A. Ryan

Date ▶

4/24/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.