

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

RECEIVED

APR 11 2012

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

Title I
Mt. Diablo Unified School District

THIS AGREEMENT is made this 3rd day of April, 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and Resource Development Associates, Inc. (RDA) (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:

\$ 9,975.00 total fee for Services 000 - 3070 - 36 - 5800
BUDGET CODE

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

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

Check one:

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

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

3. Term and Termination. This Agreement will become effective on 04/17/12. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

Purchase Requisition # _____

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

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

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

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Resource Development Associates, Inc.</u>
1936 Carlotta Drive	Address: <u>230 4th Street</u>
Concord, CA 94519-1397	<u>Oakland, CA 94607</u>
Attn: Superintendent	_____
	Phone: <u>510-488-4345</u>
	Fax: <u>510-444-1434</u>
	Tax ID #: <u>68-0444084</u>

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

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

Purchase Requisition # _____

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

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: Susan J. Hukkanen 4/3/12
 Budget Administrator Date

By: [Signature] 4/4/2012
 Date

Title: Susan Hukkanen, School Support Administrator

Title: CEO + President

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input type="checkbox"/> 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	
<input type="checkbox"/> This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.	
_____ Administrator's Signature	_____ Date

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

Originator's Signature _____

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

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

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

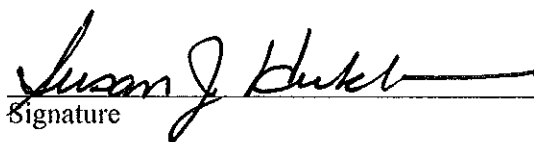
To design and administer the Title I Parent/Family Involvement Survey for the following thirteen Title I schools:

- Bel Air Elementary
- Cambridge Elementary
- Delta View Elementary
- El Monte Elementary
- Fair Oaks Elementary
- Meadow Homes Elementary
- Rio Vista Elementary
- Shore Acres Elementary
- Sun Terrace Elementary
- Wren Avenue Elementary
- Ygnacio Valley Elementary

- Oak Grove Middle School
- Riverview Middle School

(See attached Project Description/Cost Proposal)

Services of Contractor arranged by


Signature

Student Achievement and School Support
Department / School



PROJECT DESCRIPTION

RDA will work with MDUSD staff to design and administer a survey to parents at the thirteen (13) Title 1 schools to solicit feedback on opportunities for parental involvement. The survey will be administered online, with opportunities for parents to participate at MDUSD computer labs; we will also offer paper-based surveys as needed. RDA will analyze survey results and compile a report that includes recommendations on how to increase parental involvement across the thirteen (13) Title 1 schools. In addition to demonstrating MDUSD's commitment to parent involvement and providing actionable information for the school sites' parent involvement plans, the survey tool can be used in future years to measure progress in the six domains of involvement: parenting, communicating, volunteering, learning at home, decision-making, and collaborating with the community.

PROJECT TIMELINE

- April 17, 2012: Convene planning meeting with Committee
- April 18 to April 23, 2012: Draft survey
- April 26 to May 1, 2012: Meet with Committee to review draft of survey
- May 2 to May 11, 2012: Revise, vet, and upload final draft of survey
- May 9 or 10, 2012: Conduct survey training with select school staff and/or parent liaisons
- May 14 to June 1, 2012: Deploy survey
- June 4 to June 19, 2012: Analyze survey data and draft report
- June 19, 2012: SASS review of draft report
- June 27, 2012: Present Final Report to Committee

COST PROPOSAL

RDA invoices on a monthly basis for actual hours worked according to the following hourly rates: Senior Project Manager at \$150; Program Associate at \$125; Research Associate at \$100. Payment is due upon receipt of the invoice. Total costs for all items under project description will not exceed \$9,975.

Deliverable	April			May			June			Staff Hours			Fee Structure		
	1	2	3	4	5	6	7	8	9	Sr. Project Mgr (\$150/hr)	Program Associate (\$125/hr)	Research Assoc. (\$100/hr)	Total Hours	Total Cost	
	Project Week														
<i>MDUSD Title I Parent Survey</i>															
Committee Meetings (3)		■			■						6	9	6	21	\$2,625
Tool Development			■	■	■						2	8	12	22	\$2,500
Parent Liaison Training						■					1	2	2	5	\$600
Survey Testing and Deployment						■	■	■			1	2	5	8	\$900
Data Analysis								■	■		2	4	6	12	\$1,400
Report Development										■	■			16	\$1,950
Grand total											15	33	36	84	\$9,975



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Julia Alexander PHONE (A/C, H/O, FAX): (510) 523-3435 FAX (A/C, H/O): (510) 523-1632 E-MAIL ADDRESS: juliaa@bayrisk.com	
	PRODUCER CUSTOMER ID #: 00014517	
INSURED RESOURCE DEVELOPMENT ASSOCIATE PATRICIA MARRONE BENNETT AND ROBERT W BENNETT 230 4TH ST OAKLAND CA 94607	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Co.	NAIC # 11000
	INSURER B: Axis Surplus Insurance Co.	NAIC # 26620
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 11/12 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			57SBAVA5308	10/29/2011	10/29/2012	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PERSONAL & ADV INJURY
A	AUTOMOBILE LIABILITY			57SBAVA5308	10/29/2011	10/29/2012	GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COM/POP AGG	\$ 4,000,000
	<input type="checkbox"/> ALL OWNED AUTOS							\$
	<input checked="" type="checkbox"/> H/RED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
<input checked="" type="checkbox"/> NON-OWNED AUTOS			BODILY INJURY (Per person)	\$				
	UMBRELLA LIAB						BODILY INJURY (Per accident)	\$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident)	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)			N/A			E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$
B	Professional Liability			ZCH000062241101	4/30/2011	4/30/2012	E L DISEASE - POLICY LIMIT	\$
							\$1,000,000 limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured as respects to services rendered by the named insured and is subject to the policy terms, conditions and exclusions per attached S800080405. *Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER**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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J Alexander/VIVIAN <i>Julia J. Alexander</i>
--	---



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2011

GROUP:
 POLICY NUMBER: 1331103-2011
 CERTIFICATE ID: 108
 CERTIFICATE EXPIRES: 10-01-2012
 10-01-2011/10-01-2012

MT. DIABLO UNIFIED SCHOOL DISTRICT
 1936 CARLOTTA DR
 CONCORD CA 94519-1358

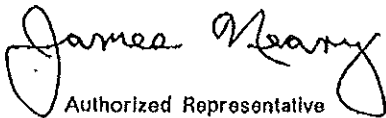
NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 Authorized Representative


 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - ROBERT BENNETT, PRES-TREAS - EXCLUDED.

ENDORSEMENT #1800 - PATRICIA BENNET, CEO-SEC - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-1999 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RESOURCE DEVELOPMENT ASSOCIATES (A CORP) NB
 230 4TH ST
 OAKLAND CA 94607

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) Resource Development Associates	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 230 4th Street		Requester's name and address (optional)
City, state, and ZIP code Oakland, CA 94607		
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

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

6	8	-	0	4	4	4	0	8	4
---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶ <i>Patricia Bennett</i>	Date ▶ 9/20/2011
-----------	--	------------------

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.