

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, by and between the Mt. Diablo Unified School District (hereinafter "District") and Resource Development Associates (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:

\$ 23,625.00 total fee for Services 010 - 3892 - 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 7/1/2012. 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:

DISTRICT

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

CONTRACTOR

Name: Resource Development Associates
Address: 230 4th Street
Oakland, California 94607
Phone: 510-488-4345
Fax: 510-444-1434
Tax ID #: 68-0444084

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: Jonathan Reseli 3-1-13
 Budget Administrator Date

By: Patricia Bennett 3/8/13
 Date

Title: Asst. Director, Student Services

Title: Chief Executive Officer

Authorized by: Christina Miller 3/5/13
 Assistant or Associate Superintendent Date

Approved: John Bolino 3/18/13
 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.

Jonathan Reseli 3-1-13
 Administrator's Signature Date

OK

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

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

Purchase Requisition # _____

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Memorandum of Understanding attached serves as an outline to be provided under this contract.

Services of Contractor arranged by

Signature

Special Education / Dent Center

Department / School

MEMORANDUM OF UNDERSTANDING

Between

Resource Development Associates, Inc.

And

Mt. Diablo Unified School District

July 1, 2012 – June 30, 2013

This Agreement is made on the 1st day of the month of July 2012 by and between Mt. Diablo Unified School District (hereinafter referred to as MDUSD) and Resource Development Associates, Inc. (hereinafter referred to as RDA).

RECITALS

- A. Whereas, RDA provides evaluation, grant writing and planning, MIS design, and, organizational development and other consulting services in the United States to non-profit, city and county governments and other public or private entities; and;
- B. Whereas, RDA has agreed to undertake specific projects for Mt. Diablo Unified School District as specified for the evaluation of Tobacco Use Prevention Education (TUPE) grant activities.

The purpose of this MOU is to outline the terms and conditions between Resource Development Associates, Inc. (RDA) and Mt. Diablo Unified School District (MDUSD) regarding the evaluation effort of the TUPE grant.

I. SCOPE OF WORK

The following activities represent the Scope of Work for the activities through June 30, 2013:

- Create/revise and roll out online survey to be completed by TUPE Site Coordinators, the teachers that deliver the TUPE curriculum, and administrators at those schools where the TUPE curriculum is taught.
- Conduct a focus group to include those involved in TUPE program delivery, including Site Coordinators, Administrators, Teachers, etc.
- Analyze AERIES disciplinary referral data and data made available by MDUSD from CHD Administration regarding TEG and TEP. This effort will include coordination with the CHD Administrator to 1) track TEG/TAP referrals, participants level of use (sign-in forms), and attendance, and 2) collect surveys from TEG/TAP participants; CHD is responsible for administering and providing completed student surveys from TEG and TAP participants as well as data on use from check-ins, and program attendance and completion.
- Analyze relevant data from the California Healthy Kids Survey.
- Facilitate ongoing program management and communication.
- Analyze all available data and complete the annual progress report to CDE.
- Prepare an executive summary brief and related PowerPoint presentation for use by the Project Director in dissemination activities.

II. COSTS AND PAYMENT FOR SERVICES

RDA will invoice Mt. Diablo USD on a **monthly** basis for actual hours worked according to the following hourly rates:

Senior Associate	\$125
Associate	\$100
Research Assistant	\$75

Payment is due upon receipt of the invoice.

Total costs for all items under scope of work will not exceed **\$23,625**.

III. VI. AMENDMENTS:

No amendments or additions to this Agreement shall be valid unless made in writing and signed by both Provider and a RDA officer including any attached Exhibits.

IV. TERM:

This Agreement shall be made from July 1, 2012 through June 30, 2013.

V. SIGNATURES:

Patricia Marrone Bennett, CEO, RDA _____

Jonathan Roselin, Mt. Diablo Unified School District _____

Steven Lawrence, Superintendent _____