

Purchase Requisition # R66570

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

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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: [Signature] 10/18/11
Budget Administrator Date

By: [Signature] 10/13/11
Date

Title: School Support Admin

Title: CEO/Principal

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
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] 10/18/11
Administrator's Signature Date

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

[Signature]
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

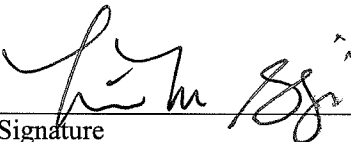
LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

To provide evaluation services for the School Improvement Grant (SIG) for the following schools:

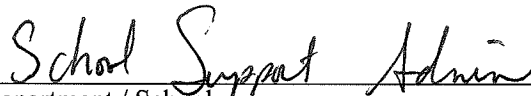
Bel Air Elementary
Rio Vista Elementary
Shore Acres Elementary

See attached MOU for scope of work.

Services of Contractor arranged by



Signature



Department / School

MEMORANDUM OF UNDERSTANDING

Between

Resource Development Associates, Inc.

And

Mt. Diablo Unified School District

July 1, 2011 – June 30, 2012

This Agreement is made on the 1st day of the month of July 2011 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 School Improvement grant (SIG) 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 SIG. The evaluation will include the following three school sites:

Bel Air Elementary

Rio Vista Elementary

Shore Acres Elementary

I. SCOPE OF WORK

See **Exhibit A** for the detailed Scope of Work and **Exhibit B** for the timeline for each activity/deliverable.

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 \$50

Payment is due upon receipt of the invoice.

Total costs for all items under scope of work will not exceed **\$32,664**.

III. 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, 2011 through June 30, 2012.

V. SIGNATURES:

Patricia Marrone Bennett, CEO, RDA _____

Rose Lock, Assistant Superintendent of SASS _____

Steven Lawrence, Superintendent _____

Exhibit A: Scope of Work

The evaluation work will focus on the following questions:

1. To what extent is the implementation of strategies being carried out according to the improvement plan?
 - Is roll out of strategies adhering to the anticipated timeline?
 - What challenges have been encountered?
 - Are evidence based programs being implemented with attention to fidelity?
 - Have particular strategies been beneficial for different subgroups of youth?
2. In what ways has the new Student Achievement and School Support Division been effective in supporting schools in the transformation process?
 - Are SA&SS Administrators accessible to school principals and staff as needed?
 - Are staff receiving adequate coaching and training to implement the transformation strategies?
 - Are SA&SS Administrators assisting with new curriculum roll out?
3. Are the transformation strategies making a difference for students and schools?
 - Are student achievement indicators improving?
 - Are school improvement indicators improving?
 - Are schools meeting stated SIG goals?
4. What lessons have been learned for disseminating successful strategies throughout the district?
 - For which subgroups of students are particular strategies most effective?
 - What district and school policies must be in place to implement selected strategies?
 - What support structures are needed to implement selected strategies?

Description of Data Sources

- Student level data will be sent to the evaluator for analysis stripped of personal identifiers. Data will include: grade, demographics, Curriculum Associates benchmark measures, Math and English Language Arts CST levels, CELDT and ADEPT levels, attendance and truancy, and disciplinary referrals. Outcomes for each school year will be compared to past years and measured against the school's goals. Analyses will examine high need subgroups identified by the district and each school.
- School level data will be sent to the evaluator for reporting and will be compared to historical and district data. This includes the following performance indicators:

instructional minutes, student participation rate on state assessments, dropout rate, teacher performance level, and teacher attendance rate.

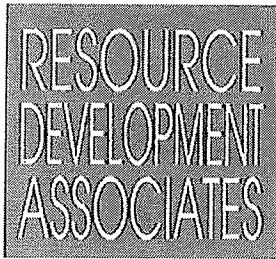
- Principal interviews will be conducted by RDA at the end of the year as a way to reflect on progress made on the school improvement strategies and their impact on the school as well as challenges encountered. This includes new or expanded curricula, change in school structure, and administrator training. In addition this will be an opportunity to assess the support provided by the SA&SS Division and opportunities for additional assistance. Interview questions will be generated with input from the SA&SS.
- Online teacher surveys at each of the four schools will be administered at the end of the year as an additional measure of progress made and challenges encountered in implementing improvement strategies. Teachers will be asked to provide feedback on each of the specific strategies implemented at their school. Adequacy of support and leadership provided to implement the transformation strategies and new curricula as well as to utilize assessment data to meet student instructional needs will also be assessed. Survey items will be generated with input from the SA&SS and principals.
- A focus group with the SA&SS team will generate information on successes and challenges in implementing the improvement strategies and providing support to the schools.

Reporting & Synthesis

- Quarter reports – RDA will support SA&SS in their preparation of the quarter reports.
- Annual Report – A written report of findings from all quantitative and qualitative data (except CST data) will be prepared for the schools individually and combined.
- Fall CST Supplemental Report – RDA will provide a supplement to the mid-summer reports incorporating the CST data.
- PowerPoint presentations will be created for schools combined and individually for use by SA&SS Division and principals for the purpose of sharing findings with stakeholder audiences (e.g., board, school staff, parents).
- A half day retreat with the SA&SS team and four principals will be facilitated by RDA. During this time RDA will lead participants in a reflection on findings, review of strategies and supports, and planning for the next year.

Exhibit B: Budget

TIME	ACTIVITY/DELIVERABLE	COST 2010-2011	COST 2011-2012
	Planning & Communication:		
August	Initial planning meetings and finalize eval plan & contract	\$3,125	\$3,125
Ongoing	Check-ins with SA&SS School Support Administrators	\$2,500	\$2,500
Periodically	Work with school and district personnel to obtain data	\$2,250	\$2,250
	Data Collection & Analysis:		
April-May, 2011	Teacher survey: draft, revise, roll out, analyze, write up	\$3,750	\$3,750
April-May, 2011	Principal interviews: draft, revise, conduct, analyze, write up	\$2,250	\$1,688
June, 2011	SA&SS focus group: draft, revise, conduct, analyze, write up	\$1,625	\$1,625
June & Sept 2011	Student level data: combined and for four schools	\$6,875	\$5,156
June, 2011	School level data: obtain and write up, assumes no independent analysis	\$750	\$750
	Reporting:		
July-Aug 2011	Annual report: schools combined and school specific	\$5,400	\$4,320
Sept-October, 2011	CST supplement: combined and school specific	\$2,500	\$2,000
October, 2011	PowerPoints: combined and school specific	\$2,250	\$1,800
October, 2011	Data retreat with SA&SS team and principals	\$2,200	\$2,200
Ongoing	Tool Development for Reporting (Tracking Log)	\$4,000	\$1,500
	TOTAL	\$39,475	\$32,664



230 4th STREET
OAKLAND, CA 94607
(510) 488-4345
FAX (510) 444-1434
www.resourcedevelopment.net

October 11, 2011

Stephanie Roberts
Mt. Diablo Unified School District
1026 Mohr Lane
Concord, CA 94520

Re: DOJ and TB clearance

Dear Ms. Roberts,

This letter confirms that the staff of Resource Development Associates who are assigned to the evaluation projects with the District have passed the Department of Justice clearance and have suitable TB clearance.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Marrone Bennett".

Patricia Marrone Bennett, Ph.D.
Chief Executive Officer
(510) 488-4345 x 105
pbennett@resourcedevelopment.net