

Purchase Requisition # _____

RECEIVED

MAY 23 2011

Budget & Fiscal Services

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

RECEIVED
MAY 19 2011
By *[Signature]*

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 16th day of May 2011, by and between the Mt. Diablo Unified School District (hereinafter "District") and Alameda County Office of Ed. (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:

\$ 16,000.00 total fee for Services

198 - 3727 - 10 - 5800
BUDGET CODE

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

- a. \$ _____ per hour,
- b. \$ 1,000.00 per day, or
- c. \$ _____ per engagement.

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MAY 26 2011
By *[Signature]*

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 8/30/2011. 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:	Alameda County Office of Education
Address:	313 W. Winton Avenue
	Hayward, CA 94544
Phone:	510.670.4230
Fax:	510.670.3230
Tax ID #:	94-6002421

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: *Estime Richarda* 5/16/11
Budget Administrator Date

By: *Yusella Hopkins* 5/17/11
Date

Title: _____

Title: *A.C.O.E. School Improvement + Accountability*

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: *John S. Yarn* 5/24/11
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.

Estime Richarda 5/16/11 OK
Administrator's Signature Date

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

Estime Richarda
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

See attachment.

Services of Contractor arranged by


Signature

Ygnacio Valley Elementary

Department / School



ALAMEDA COUNTY OFFICE OF EDUCATION
SHEILA JORDAN, Superintendent
313 W. Winton Ave. • Hayward, CA 94544-1136
www.acoe.org

Naomi Williams, Ed.D. Assistant Superintendent, Educational Services

Priscilla Hopkins – Coordinator, School Assistance & Intervention Team

MEMORANDUM OF UNDERSTANDING

Between
Alameda County Office of Education
And
Mt. Diablo Unified School District

This Memorandum of Understanding (MOU) is entered into by and between the Alameda County Office of Education (ACOE) and Mt. Diablo Unified School District, with services provided to Ygnacio Valley Elementary School.

A. Period of Agreement

The term of this agreement shall be the period of July 1, 2011 - June 30, 2012.

B. Scope of Work:

Scope of Work

ACOE, Priscilla Hopkins as lead for ACOE School Assistance Team, will provide technical assistance, on going support for site Principal and Key Leadership teachers. Attendance at, participation in and planning of leadership activities through the Alternative Governance Team will continue. A school-wide initiative of conducting Instructional Rounds will be launched.

Specific Services Delivered

- Provide staff development for entire staff on purpose and structure of Instructional Rounds as needed.
- Work with whole staff leadership team to develop and refine the Problem of Practice to be studied.
- Provide written and developed materials related to Instructional Rounds.
- Schedule a minimum of 1 cohort per month to engage in Instructional Rounds. Analyze notes/reflections and distribute “Theories of Action” next level of practice.
- At principal’s request provide trainer of trainers, to build capacity for sustainability rounds at Ygnacio Valley Elementary.
- Attend a minimum 1 AGT meeting per month.
- At principal’s request, attend grade level meetings to move school achievement forward.

D. Compensation

Under the terms of this agreement, Mt. Diablo Unified School District agrees to pay Alameda County Office of Education \$16,000 for completion of above stated services. To be paid in 2 installments on or before August 31, 2011 and on or before December 31, 2011.

E. Hold Harmless Agreement

ACOE agrees to hold harmless, indemnify, and defend Mt. Diablo Unified School District and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this agreement. Mt. Diablo Unified School District agrees to hold harmless, indemnify and defend ACOE and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any persons, firm or corporation in connection with its performance of this Agreement.

F. Affirmative Action/Non-discrimination

ACOE shall provide services and activities under this contract that do not restrict the participation nor otherwise discriminate among participants and Staff with regard to race, color, religion, age, sex, ancestry, or national origin.

G. Assignment of Sub-Contract

ACOE shall not assign or transfer, by operation of law or otherwise, and or all of their rights, burdens, duties, or obligations, with the prior written consent of.

H. Amendment/Termination of Contract

This agreement constitutes the entire understanding of the parties and any changes shall be mutually agreed to in writing. Either party may elect to terminate this agreement. Mt. Diablo Unified School District shall compensate ACOE for actual costs for services satisfactorily provided through the date of termination.

I. Waiver

No delay or omission by either party exercising any right under this agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the agreement.

J. Attorney's Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

K. Governing Law

This agreement shall be governed by the laws of the State of California.

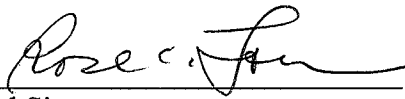
L. Severability

In the event that any portion of this agreement is finally determined by a Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this agreement shall continue in full force and effect.

In witness where of, the parties hereto have caused this agreement to be executed by their duly authorized representative as of the day and year first above written.

Designated Signatory
ACOE

Date _____



Designated Signatory
Mt. Diablo Unified School District

Date 6/3/11

Ygnacio Valley Elementary
Consultant Services Evaluation and Proposal
Priscilla Hopkins, ACOE

Services Provided: 2010-2011 School Year

- Monitored the Turnaround Restructuring Plan aligned with MDUSD goals
- Provided Professional Development for all staff on *Instructional Rounds* (City, Elmore, Fiarman, and Teitel, 2009): examining the relationship of teacher and student in the presence of curriculum (*The Instructional Core*).
 - Facilitated the development of the *Problem of Practice* (POP): student demonstration of understanding/learning through justifying their answers, making connections, elaborating and explaining
 - Facilitated monthly Instructional Rounds by setting the expectations and rationale for the observations, analyzing observation data, developing theories of effective instructional practice related to the POP, and identifying theories to practice and evaluate
- Participated in all AGT/Leadership Team meetings (2 times per month)
- Cost: \$49,000

Results of Services Provided

- API has gone from 695 to 752
- Culture and Capacity Building
 - Established a strong and trusting relationship with the staff over the past 4 years
 - Assisted the principal in building on the leadership skills of the staff
 - Supported our highly trained staff at a program improvement school by helping us to focus our initiatives, gather and analyze data, and make well informed decisions and determine next steps

Current Needs Assessment:

- YVE is in the developing stage with Instructional Rounds. We need at least 1 more year of support to move to the sustaining stage. Priscilla Hopkins introduced YVE to Instructional Rounds and she is very knowledgeable in this practice.
- YVE has made great strides on the API over the past 6 years. We are currently 48 points from our ultimate goal of 800. The relationship between Priscilla Hopkins and the staff of YVE is based upon trust and respect and was developed over the past 4 years. Our momentum could be disrupted with the elimination of her support without time to plan for it.

Proposal for 2011-2012 School Year

- Continue the work with *Instructional Rounds* (1 day per month) to make full use of the highly effective practice of examining the Instructional Core to make informed decisions. Instructional Rounds, modeled after Medical Rounds, is one of the highest forms of collaboration and professional development. Despite their brief experience with Instructional Rounds, the teachers at YVE have unanimously found tremendous value in, and are highly motivated by, this practice. The intention is to fully understand and implement the Instructional Rounds process to be able to continue the practice in subsequent years without outside support.
- Continue to plan next steps of implementation and evaluation of high leverage strategies and programs (1 day per month)
- Participate in *AGT/Leadership Team* meetings (1 per month)
- Cost: \$16,000

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607
510-986-6750
www.keenan.com

LICENSE # 0451271

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 COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
ENTITY A: Northern California ReLIEF
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Alameda County Office of Education
Alameda County Schools Insurance Group
313 West Winton Avenue
Hayward CA 94544

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [<input checked="" type="checkbox"/> GENERAL LIABILITY [<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE [<input checked="" type="checkbox"/> GOVERNMENT CODES [<input checked="" type="checkbox"/> ERRORS & OMISSIONS]	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/> ANY AUTO [<input checked="" type="checkbox"/> HIRED AUTO [<input checked="" type="checkbox"/> NON-OWNED AUTO [<input checked="" type="checkbox"/> GARAGE LIABILITY [<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [<input checked="" type="checkbox"/> ALL RISK [<input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD [<input type="checkbox"/> BUILDER'S RISK	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	Included EACH OCCURRENCE
B	WORKERS COMPENSATION [<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00217-06	7/1/2010 7/1/2011	\$	[<input type="checkbox"/> WGC STATUTORY LIMITS [<input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [<input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
For use of facilities located at Mt. Diablo Unified School District by Alameda County Office of Education for site visitations and on site events through the coverage expiration date.

Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER:
Mt. Diablo Unified School District
Attn: Vonda Boucher
196 Carlotta Dr.
Concord CA 94519

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


Graham Grice
AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Alameda County Office of Education Alameda County Schools Insurance Group	NCR 01710-02	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Mt. Diablo Unified School District
Attn: Vonda Boucher
196 Carlotta Dr.
Concord CA 94519

As Respects:

For use of facilities located at Mt. Diablo Unified School District by Alameda County Office of Education for site visitations and on site events through the coverage expiration date.

The Mt. Diablo Unified School District, its officers, officials, employees and volunteers are included as an Additional Covered Party.



Authorized Representative

Issue Date: 3/24/2011