

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 Bay Area Community Resources (hereinafter "Contractor").

District hereby engages Contractor to render 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 and transportation 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 only with the written approval of the District.

(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:

Not to exceed \$ 3,046,484.32 for Services _____ - _____ - _____ - _____ \$ _____

The basis of the fee for Services shall be as follow _____ - _____ - _____ - _____ \$ _____

- a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____
- b. \$ _____ per day, or _____ **BUDGET CODE(S)** _____
- 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.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- 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 7/1/2017. 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.

Purchase Requisition # _____

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, 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.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California 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. To the extent Education Code §45125.1 is applicable, 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. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District 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 hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # _____

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 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: Bay Area Community Resources
 Attn: Dora Blasky
 Address: 171 Carlos Drive
San Rafael, CA 94903
 Phone: 415-755-2311
 Fax: 415-755-2211
 Tax ID #: 94-2346815

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 next business day following delivery thereof to

Purchase Requisition # _____

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 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 as awarded by a court of competent jurisdiction, 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

By: _____
 Signature of Principal/Budget Administrator Date

Title: _____
 Print Name and Title

Bay Area Community Resources
 Name of Company/Organization or Independent Contractor/Consultant

By: Martin Weinstein 5/30/17
 Signature of Contractor/Consultant Date

Title: Martin Weinstein, CEO
 Print Name and Title

Authorized and Approved by:

 Superintendent or Designee Date

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

 Originator's Signature Date Site/Department Originating this Contract

 Print Name of Originator and Title

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

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

Purchase Requisition # _____

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

The Memorandum of Understanding attached serves as an outline of services to be provided under this contract for the 2017-18 school year.

In summary, "BACR shall implement an after school program at seventeen (17) schools as specified by MDUSD for fiscal year 2017-18. Activities include enrichment classes, tutoring, youth development, nutrition, STEM, life skills, sports and recreation, and mentoring programs. BACR shall employ the personnel listed in Exhibit A.

Purchase Requisition # _____

EXHIBIT B

Contractor REQUIRED to Complete

CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check

| | |
|--|---|
| Name of Independent Consultant/Contractor: | Bay Area Community Resources |
| Services to be performed under the Agreement: | Please See MOU |
| Schools/Locations where services will be performed: | All MDUSD - CARES sites |
| Total amount to be paid by the District under this Agreement: | \$ 3,046,484.32 |
| Term of Agreement: | 7/1/2017 - 6/30/2018 |
| <i>Check the applicable box(es) and fill in any blanks.</i> | |
| 1 | I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted. |
| 2A | <input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed): |
| 2B | <input checked="" type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. |

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Martin Weinstein
Independent Contractor/Consultant Signature

Superintendent or Designee's Signature

Martin Weinstein,
Print Name CEO Date _____
Independent Contractor/Consultant

Print Name _____ Date _____
Superintendent or Designee's Signature

**BACR After School Contract
2017-18**

| School- Bel Air # student 150 | | |
|---|-----|--|
| Total students served by grant funds | 129 | Additional students served by district funds 21 |
| *Total cost of program per school based on \$1188.64 cost per student | | |
| # Staff | | |
| Summer | | 4 week summer program |
| Rec. Staff | 8 | |
| Program Coordinator | 1 | |
| School Year | | 38 weeks of program |
| Rec. Staff | 9 | |
| Program Coordinator | 1 | |
| | | \$178,296.00 Total |
| School- Cambridge # students 198 | | |
| Total students served by grant funds | 198 | Additional students served by district funds |
| # Staff | | |
| Summer | | 4 week summer program |
| Rec. Staff | 11 | |
| Program Coordinator | 1 | |
| School Year | | 38 weeks of program |
| Rec. Staff | 11 | |
| Program Coordinator | 1 | |
| | | \$235,350.72 Total |
| School- Delta View # of students 150 | | |
| Total students served by grant funds | 144 | Additional students served by district funds 6 |
| # Staff | | |
| Summer | | 4 week summer program |
| Rec. Staff | 9 | |
| Program Coordinator | 1 | |
| School Year | | 38 weeks of program |
| Rec. Staff | 9 | |
| Program Coordinator | 1 | |
| | | \$178,296.00 Total |
| School- El Dorado Middle 137 | | |
| Total students served by grant funds | 137 | Additional students served by district funds |
| # Staff | | |
| Summer | | |
| Rec. Staff | 7 | |
| Sports Coordinator | 1 | |
| Program Coordinator | 1 | |
| School Year | | 38 weeks of program |
| Rec. Staff | 7 | |
| Sports Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | \$162,843.68 Total |
| School- El Monte 150 | | |
| Total students served by grant funds | 84 | Additional students served by district funds 66 |
| # Staff | | |
| Summer | | 4 week summer program |
| Rec. Staff | 5 | |
| Assistant Program Coordinator | 1 | |
| Program Coordinator | 1 | |
| School Year | | 38 weeks of program |
| Rec. Staff | 8 | |

**BACR After School Contract
2017-18**

| | | | |
|-------------------------------------|--------------------------------------|-----|--|
| Assistant Program Coordinator | 1 | | |
| Program Coordinator | 1 | | |
| | | | \$178,296.00 Total |
| School- Fair Oaks 150 | | | |
| | Total students served by grant funds | 114 | Additional students served by district funds 36 |
| | # Staff | | |
| | Summer | | 4 week summer program |
| Rec. Staff | 7 | | |
| Program Coordinator | 1 | | |
| | | | |
| | School Year | | |
| Rec. Staff | 9 | | |
| Program Coordinator | 1 | | |
| | | | \$178,296.00 Total |
| School- Holbrook 80 | | | |
| | Total students served by grant funds | | Additional students served by district funds 80 |
| | # Staff | | |
| | Summer | | 4 week summer program |
| Rec. Staff | 5 | | |
| Lead Rec | 0 | | |
| Program Coordinator | 1 | | |
| | | | |
| | School Year | | 38 weeks of program |
| Rec. Staff | 5 | | |
| Lead Rec | 0 | | |
| Program Coordinator | 1 | | |
| | | | \$95,091.20 Total |
| School- Meadow Homes 181 | | | |
| | Total students served by grant funds | 181 | Additional students served by district funds |
| | # Staff | | |
| | Summer | | 4 week summer program |
| Rec. Staff | 10 | | |
| Assistant Program Coordinator | 1 | | |
| Program Coordinator | 1 | | |
| | | | |
| | School Year | | 38 weeks of program |
| Rec. Staff | 10 | | |
| Assistant Program Coordinator | 1 | | |
| Program Coordinator | 1 | | |
| | | | \$215,143.84 Total |
| School- Mt. Diablo High 102 | | | |
| | Total students served by grant funds | | Additional students served by district funds 102 |
| | # Staff | | |
| | Summer | | 4 week summer program |
| Program Lead | 1 | | |
| Program Coordinator | 1 | | |
| | | | |
| | School Year | | 38 weeks of program |
| Program Lead | 1 | | |
| Program Coordinator | 1 | | |
| | | | \$121,241.28 Total |
| School- Oak Grove Middle 112 | | | |
| | Total students served by grant funds | 112 | Additional students served by district funds |
| | # Staff | | |

**BACR After School Contract
2017-18**

| | | |
|---------------------|--------------------|------------------------------|
| | Summer | 4 week summer program |
| Rec. Staff | 6 | |
| Sports Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | |
| | School Year | 38 weeks of program |
| Rec. Staff | 6 | |
| Sports Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | |

\$133,127.68 Total

| | | |
|--------------------------------------|--------------------|--|
| School- Rio vista 150 | | |
| Total students served by grant funds | 139 | Additional students served by district funds 11 |
| # Staff | | |
| | | |
| | Summer | 4 week summer program |
| Rec. Staff | 7 | |
| Assistant Program Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | |
| | School Year | 38 weeks of program |
| Rec. Staff | 8 | |
| Assistant Program Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | |

\$178,296.00 Total

| | | |
|--------------------------------------|--------------------|--|
| School- Riverview Middle 115 | | |
| Total students served by grant funds | 115 | Additional students served by district funds |
| # Staff | | |
| | | |
| | Summer | |
| Rec. Staff | 6 | |
| Sports Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | |
| | School Year | |
| Rec. Staff | 6 | |
| Sports Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | |

\$136,693.60 Total

| | | |
|--------------------------------------|--------------------|---|
| School- Shore Acres 175 | | |
| Total students served by grant funds | 167 | Additional students served by district funds 8 |
| # Staff | | |
| | | |
| | Summer | 4 week summer program |
| Rec. Staff | 10 | |
| Program Coordinator | 1 | |
| | | |
| | School Year | 38 weeks of program |
| Rec. Staff | 10 | |
| Program Coordinator | 1 | |
| | | |

\$208,012.00 Total

| | | |
|--------------------------------------|--------------------|--|
| School- Sun Terrace 160 | | |
| Total students served by grant funds | 140 | Additional students served by district funds 20 |
| # Staff | | |
| | | |
| | Summer | 4 week summer program |
| Rec. Staff | 7 | |
| Assistant Program Coordinator | 1 | |
| Program Coordinator | 1 | |
| | | |
| | School Year | 38 weeks of program |
| Rec. Staff | 8 | |

**BACR After School Contract
2017-18**

| | | | |
|-------------------------------|---|--|--------------------|
| Assistant Program Coordinator | 1 | | |
| Program Coordinator | 1 | | |
| | | | \$190,182.40 Total |

| | | | |
|-----------------------------|--------------------------------------|--|--------------------|
| School- Wren Ave 154 | | | |
| | Total students served by grant funds | Additional students served by district funds | |
| | 144 | 10 | |
| | # Staff | | |
| | Summer | 4 week summer program | |
| Rec. Staff | 9 | | |
| Program Coordinator | 1 | | |
| | | | |
| | School Year | 38 weeks of program | |
| Rec. Staff | 9 | | |
| Program Coordinator | 1 | | |
| | | | \$183,050.56 Total |

| | | | |
|--|--------------------------------------|--|--------------------|
| School- Ygnacio Valley Elem 150 | | | |
| | Total students served by grant funds | Additional students served by district funds | |
| | 128 | 22 | |
| | # Staff | | |
| | Summer | 4 week summer program | |
| Rec. Staff | 8 | | |
| Program Coordinator | 1 | | |
| | | | |
| | School Year | 38 weeks of program | |
| Rec. Staff | 9 | | |
| Program Coordinator | 1 | | |
| | | | \$178,296.00 Total |

| | | | |
|---|--------------------------------------|--|--------------------|
| School- Ygnacio Valley High School 131 | | | |
| | Total students served by grant funds | Additional students served by district funds | |
| | | 131 | |
| | # Staff | | |
| | Summer | 4 week summer program | |
| Program Lead | 1 | | |
| Program Coordinator | 1 | | |
| | | | |
| | School Year | 38 weeks of program | |
| Program Lead | 1 | | |
| Program Coordinator | 1 | | |
| | | | \$155,711.84 Total |

| | | | |
|------------------------------|---------------------------|--|--------------------|
| School- Garden 118 | | | |
| | # Staff | | |
| | Fiscal School Year | | |
| | | | |
| Garden Staff | 1 | | |
| Garden Educator | 1 | | |
| Nutrition/Garden Coordinator | 1 | | |
| | | | \$140,259.52 Total |

| | | | |
|--------------------------------|---------------------------|--|----------------|
| School- Program Manager | | | |
| | # Staff | | |
| | Fiscal School Year | | |
| | 1 | | |
| | 1 | | |
| | | | included above |

Total Cost Contract \$3,046,484.32

*Cost per student per year is based on \$1188.64.
These costs include staff, benefits, operational costs and training

**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND
BAY AREA COMMUNITY RESOURCES
FOR DEVELOPMENT OF THE
AFTER SCHOOL EDUCATION AND SAFETY PROGRAM**

THIS AGREEMENT, entered this first day of July, 2017, by and between the **Mt. Diablo Unified School District**, herein called the "**DISTRICT**" and **Bay Area Community Resources**, herein called the "**BACR**."

WHEREAS, the DISTRICT has secured grant funding from the California State Department of Education (CDE) for the purpose of development of the After School Education and Safety Program; and

WHEREAS, the DISTRICT is the lead agency for the purposes of the aforementioned CDE grant, and is authorized to enter into this agreement with the BACR to develop the Programs at various locations within the City of Concord, Bay Point and Pittsburg.

WHEREAS, BACR, is qualified to assist DISTRICT to develop the Programs to provide direction and organization by providing assistants and coordinators to facilitate and coordinate each program element; and

WHEREAS, the DISTRICT wishes to engage the BACR to assist as stated above in the utilization of the grant funds in the manner in which it is mutually beneficial.

WHEREAS, the DISTRICT lacks the personnel to provide such programs; and

WHEREAS, the BACR holds itself out as qualified to operate and provide such programs; and

NOW, THEREFORE, in consideration of the performance of mutual promises contained herein, the parties agree, as follows:

I. **SCOPE OF SERVICE:**

The BACR, in a manner satisfactory to the DISTRICT, shall provide afterschool programs during FY 2017-18, in accordance with the Scope of Service submitted to the DISTRICT, and adopted herein as Exhibit "A" to this Agreement. The BACR further agrees that, should it fail to maintain the services proposed for the time specified by this Agreement, it shall reimburse the DISTRICT for all funds advanced pursuant to this Agreement.

Program Delivery

A. **Activities**

1. BACR shall implement an afterschool program at seventeen schools for fiscal year 2017-2018. Activities include enrichment classes, tutoring, youth development, nutrition, life skills, sports, and mentoring programs.
2. Program components and service levels are set forth in Exhibit "A."

B. **Staffing**

Using the funds provided by the DISTRICT pursuant to this Agreement, BACR shall employ the personnel listed in Exhibit "A." BACR shall notify DISTRICT in writing within five (5) working days if any of the above positions becomes vacant for any reason.

C. Performance Monitoring

The DISTRICT will monitor the performance of the BACR against the goals and performance standards required herein. Substandard performance as determined by the DISTRICT will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the BACR within ten (10) working days after notice is given by the DISTRICT, agreement suspension or termination procedures will be initiated, consistent with the provisions set forth in Section VI I, "Suspension or Termination."

II. TIME OF PERFORMANCE

Services of the BACR shall start on the 1st day of July 2017 and end on the 30th day of June 2018.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the DISTRICT under this Agreement shall not exceed \$3,046,484.32 in Exhibit "A." Drawdowns for the payment of eligible expenses shall be made in accordance with performance. BACR shall be paid monthly upon its submission of an itemized invoice.
- B. Each month, as part of its progress report, BACR shall submit to DISTRICT supporting financial information, which clearly documents the eligible expenses for which reimbursement is sought. Eligible expenses for which reimbursement shall be made shall be based upon Scope of Services set forth in Exhibit "A." The report is due within fifteen (15) days of the last day of the following month.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following agreement representatives:

DISTRICT:

Thywara Porter After School Program Coordinator
Mt. Diablo Unified School District
1266 San Carlos Ave., Room A-6
Concord, CA 94519
(925) 691-0351

BACR:

Marty Weinstein, Executive Director
Bay Area Community Resources
171 Carlos Drive
San Rafael, CA 94903
www.bacr.org
(415) 444-5580

V. GENERAL CONDITIONS:

A. General Compliance

The BACR agrees to comply with all applicable state and local laws and regulations governing the program and funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The BACR shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The DISTRICT shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the BACR is an independent contractor.

C. Indemnification:

The DISTRICT shall indemnify, defend, and hold harmless BACR against and from any and all claims or suits for damages or injury arising from DISTRICT's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the BACR in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless BACR against and from all claims or suits arising from any breach or default of any performance of any obligation of DISTRICT hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

The BACR shall indemnify, defend, and hold harmless DISTRICT against and from any and all claims or suits for damages or injury arising from BACR's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the DISTRICT in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless DISTRICT against and from all claims or suits arising from any breach or default of any performance of any obligation of BACR hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

D. Workers' Compensation

The BACR shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement. BACR will provide DISTRICT with a thirty (30) day written Notice of Cancellation of the Workers' Compensation Policy.

E. Insurance

BACR shall hold DISTRICT free, clear, and harmless from all claims of third persons for damages arising out of negligent acts of BACR and its agents and, in furtherance thereof, BACR shall, at its expense, procure and maintain in full force at all times during the term of this contract the following insurance which shall be provided on an occurrence basis.

BACR represents that it is self-insured and participates in the Philadelphia Insurance and that it has sufficient insurance to pay claims for bodily injury, personal injury, or property damage which may arise as a result of BACR'S performance of this Agreement.

BACR agrees to provide DISTRICT a thirty (30) day notice of any reduction or cancellation.

F. DISTRICT Recognition

The BACR shall ensure recognition of the role of the DISTRICT in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the BACR will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. DISTRICT or BACR may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the DISTRICT. Such amendments shall not invalidate this Agreement, nor relieve or release DISTRICT or BACR from its obligations under this Agreement.
2. DISTRICT may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the DISTRICT and BACR. In the event performance of this agreement becomes impracticable because of changes in federal, state, or local guidelines, policies, available funding amounts, or other reasons, either party may terminate the agreement pursuant to Paragraph H.1.

H. Suspension or Termination

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of any such termination for convenience, all finished or unfinished documents, reports or other materials prepared by BACR under this Agreement shall, at the option of the DISTRICT, become the property of the DISTRICT. Also, the DISTRICT is not responsible for any identified invoices in Paragraph III of the Agreement after the effective date of termination. However, invoices may be submitted for payments due within in the 30 day time period within a reasonable time after termination.
2. DISTRICT may also suspend or terminate this Agreement, in whole or in part, where, in the determination of the DISTRICT:
 - a. There is an illegal or improper use of the funds provided by the DISTRICT; or
 - b. There is a failure to comply with any terms, covenants, or conditions of this Agreement or exhibits thereto; or
 - c. There are reports submitted to the DISTRICT that are incomplete, untimely or incorrect in any material respect; or
 - d. The BACR is incapable of carrying out the proposed services, or those services are improperly performed; or
 - e. There are insufficient funds budgeted to continue the provision of services under this Agreement.
3. If the BACR materially fails to comply with any term of this Agreement or with any of the laws, rules, regulations or provisions referred to herein, the DISTRICT may declare the BACR ineligible for any further participation in DISTRICT agreements, in addition to other remedies as provided by law.
4. In the event there is probable cause to believe the BACR is in noncompliance with any applicable laws, rules or regulations, the DISTRICT will notify BACR as soon as practicable. BACR, in turn, will be given ten (10) working days within which to comply or remedy the situation. In the absence of compliance, the DISTRICT may withhold up to fifty (50) percent of said Agreement funds until such time as the BACR is found to be in compliance by the DISTRICT, or is otherwise adjudicated to be in compliance.
5. If suspension or termination is in order, the DISTRICT will provide at least ten (10) days written notice to the BACR.

VI. ADMINISTRATIVE REQUIREMENTS:

A. Financial Management

1. Accounting Standards

BACR shall bill the DISTRICT on a monthly basis with a detailed accounting of expenditures incurred by BACR.

B. Documentation and Record-Keeping

1. Records to be Maintained

The BACR shall maintain all records required by the terms of the grant and that are pertinent to the activities to be funded under this Agreement. Such records shall generally include, but not be limited to:

- a. Records providing a full description of each activity undertaken pursuant to this Agreement.
- b. Records of all expenditures, project funds, all persons employed in the program including volunteers, and records showing compliance with all legal requirements for the program and funding.

2. Retention

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

3. Close-Outs

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

4. Audits & Inspections

All BACR records with respect to any matters covered by this Agreement shall be made available to the DISTRICT or its designees at any time during normal business hours, as often as the DISTRICT deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the BACR within 30 days after receipt by the BACR. Failure of the BACR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of the agreement. The BACR hereby agrees to have an annual agency audit conducted in accordance with current DISTRICT policy concerning BACR audits.

C. Reporting and Payment Procedures

1. Budgets

Prior to the release of any funds under this Agreement, the BACR must have submitted a detailed budget to be approved by DISTRICT. The DISTRICT and the BACR may agree to revise the budget from time to time by DISTRICT in accordance with existing DISTRICT policies. Any such revisions must be approved in writing, and will not necessarily change the amount approved previously.

2. Indirect Costs

If indirect costs are charged, the BACR will develop an indirect cost allocation plan for determining the appropriate DISTRICT share of administrative costs and shall submit such plan to the DISTRICT for approval.

3. Payment Procedures

The DISTRICT will pay to the BACR funds available under this Agreement based upon information submitted by the BACR and consistent with any approved budget and DISTRICT policy concerning payments. The DISTRICT reserves the right to liquidate funds available under this Agreement for costs incurred by the DISTRICT on behalf of the BACR.

VII. PERSONNEL & PARTICIPANT CONDITIONS:

A. Conflict of Interest

Consistent with applicable state limitations, no officer(s), employee(s) or agent(s) of the DISTRICT who exercise(s) any function or responsibility with respect to this grant may participate as a board member or officer of BACR in the planning or carrying out of the activities or program herein proposed and approved for funding.

B. Fingerprinting

The BACR shall comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all BACR's employees and all of its Subcontractors' who may have contact with District pupils in the course of providing services pursuant to the Contract and the California Department of Justice shall have determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Before the commencement of any work under this agreement, a complete and accurate list of BACR's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contractor shall have been provided to The DISTRICT.

C. Civil Rights

1. Compliance

The BACR agrees to comply with all local and state civil or human rights requirements, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086. BACR will ensure that, consistent with the ADA, all facilities wherein services are provided under this Agreement are accessible to all Bay Point, Concord, and Martinez residents, regardless of handicapping condition. If a facility is not accessible, but the BACR has developed an alternative plan that meets ADA requirements for such, it must be submitted to DISTRICT for its approval within thirty (30) days of the date of the execution of this Agreement. Failure to do so may result in suspension or termination of this Agreement.

2. Nondiscrimination

The BACR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The BACR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and

selection for training, including apprenticeship. The BACR agrees to post in conspicuous places, available to employees and applicants for employment or service, a notice to be provided by the DISTRICT setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The BACR shall permit access to its books, records and accounts by the DISTRICT for purposes of investigation to ascertain compliance with the laws, rules, regulations and provisions stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.


MT. DIABLO UNIFIED SCHOOL DISTRICT, a district organized under the laws of the State of California:

Date

By: _____
Dr. Nellie Meyer
Superintendent

Bay Area Community Resources, agency

Date

By:  6/1/17
Marty Weinstein
~~Executive Director~~ CEO

APPROVED AS TO FORM:

Executive Director

Counsel for
Mt. Diablo Unified School District

Exhibit "A"

Bay Area Community Resources (BACR)

BACR CARES staff will hire two (2) Program Supervisors for developing and supervising the Mt. Diablo CARES After School Programs in MDUSD. The seventeen school sites include; Bel Air, Cambridge, Delta View, El Monte, Fair Oaks, Holbrook, Meadow Homes, Rio Vista, Shore Acres, Sun Terrace, Wren Avenue, and Ygnacio Valley Elementary, El Dorado, Oak Grove, and Riverview Middle, and Mt. Diablo and Ygnacio Valley High Schools.

BACR will hire combinations of staff depending on size and level including, Program Coordinators, Assistant Coordinators, Program Lead, Sports Coordinator, and Recreation Specialists at each of the sites listed above. BACR will hire a Staff Development/Nutrition Coordinator to work with the seventeen CARES After School Programs for the school-year program 2017-18. BACR will hire one Garden Educators and garden staff to work at the Riverview Garden and the El Monte Garden.

Program Description

Implement an After School Programs at seventeen sites in the Concord, Bay Point, and Pleasant Hill communities. Activities include enrichment classes, youth development, tutoring, life skills, sports, gardening, nutrition education, leadership and service projects, mentoring programs, ongoing staff development and technical assistance.

Services.

BACR shall perform only the services indicated by a check-mark under its column below during the term of this Agreement in connection with the Program (the "Covered Services"), and District shall be responsible for those services indicated by a check-mark under its column below ("Excluded Services"):

| | BACR | District |
|---|--------------|----------|
| <u>Program employment</u> | | |
| Recruiting and selecting Leased Employees for hire | <u> X </u> | _____ |
| Screening Leased Employees (as defined below), including, without limitation, performing criminal background checks | <u> X </u> | _____ |

| | | |
|---|--------------|---------------|
| Supervising and training Leased Employees in Program activities | <u> X </u> | <u> </u> |
| Maintaining Leased Employees' personnel records | <u> X </u> | <u> </u> |
| Payroll administration for Leased Employees | <u> X </u> | <u> </u> |

BACR District

Program students and activities

| | | |
|---|---------------|--------------|
| Conducting Program announcements and promotions | <u> </u> | <u> X </u> |
| Maintaining files and records of Program students | <u> </u> | <u> X </u> |
| Setting Program curriculum | <u> </u> | <u> X </u> |
| Disciplining Program students | <u> X </u> | <u> X </u> |
| Selecting, hiring, and supervising Independent contractor(s) | <u> X </u> | <u> X </u> |
| Overseeing accounting/bookkeeping for Program | <u> X </u> | <u> X </u> |
| Providing non-transportation equipment and supplies for use in the Program | <u> X </u> | <u> X </u> |
| Providing facilities for the Program | <u> </u> | <u> X </u> |
| Providing transportation (buses, etc.) for the Program | <u> </u> | <u> X </u> |
| Ensuring Program compliance with local, state, and federal law (including, without limitation, the Americans with Disabilities Act) | <u> X </u> | <u> X </u> |
| Compiling grant reports for Program funders | <u> </u> | <u> X </u> |

Any additional items, or explanations or elaborations of the above categories and assignments (including, for example, allocations of shared responsibilities), are set forth on Appendix 1 to this Agreement.

Note regarding 2017-2018 Insurance

The FY17-18 Bay Area Community Resources liability insurance certificate for Mt. Diablo Unified School District will be issued between July 1-15, 2017 and will be sent directly to the District.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2016

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 Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa, CA 95401 | CONTACT NAME: Rebecca Rountree |
| | PHONE (A/C, No, Ext): (707) 546-2300 233 FAX (A/C, No): |
| | E-MAIL ADDRESS: rrountree@vantreo.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A : Philadelphia Indemnity Ins Co NAIC # 18058 |
| | INSURER B : California Insurance Company 38865 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

INSURED
Bay Area Community Resources, Inc.
171 Carlos Drive
San Rafael, CA 94903-2005

COVERAGES CERTIFICATE NUMBER: 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimi \$1 Mil GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK1510589 | 07/01/2016 | 07/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | PHPK1510589 | 07/01/2016 | 07/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB544853 | 07/01/2016 | 07/01/2017 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | 732183680102 | 07/01/2016 | 07/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liab | | | PHPK1510589 | 07/01/2016 | 07/01/2017 | Each Incident 1,000,000 |
| A | Directors & Officers | | | PHSD1155914 | 07/01/2016 | 07/01/2017 | Liability 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<< Evidence of Coverage >>

CERTIFICATE HOLDER

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

CANCELLATION

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

Rebecca Rountree