

**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 19 day of May, 2011, by and between the Mt. Diablo Unified School District (hereinafter "District") and Alameda County Office of Education (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 23,000.00 total fee for Services 273 - 3727 - 10 - 5800  
**BUDGET CODE**

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

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

Check one:

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

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

3. Term and Termination. This Agreement will become effective on July 1, 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,

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>Alameda County Office of Education</u>
1936 Carlotta Drive	Address: <u>313 W. Winton Avenue</u>
Concord, CA 94519-1397	<u>Hayward, CA 94544</u>
Attn: Superintendent	
	Phone: <u>(510) 887-0152</u>
	Fax: <u>(510) 670-4161</u>
	Tax ID #: <u>94-6002421</u>

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

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

Purchase Requisition # 64724

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: \_\_\_\_\_  
Budget Administrator Date

By: [Signature] \_\_\_\_\_  
Date

Title: Principal

Title: \_\_\_\_\_

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] \_\_\_\_\_  
Administrator's Signature Date 6/2/11

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

[Signature] \_\_\_\_\_  
Originator's Signature Date 6/2/11

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**

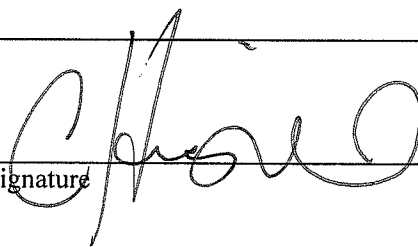
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- \* Pursuant to the Memorandum of Understanding (attached), contractor to provide coaching, technical assistance and on-going support and monitoring to site administrators, teachers, site leadership teams and/or Leadership Team related to use and analysis of data to frame instructional priorities and interventions, and to monitor program implementation and student achievement during the 2011-2012 school year.
- \* Payment for services to be made in two installments of \$12,500.00 each, on or before August 31, 2011, and on or before December 31, 2011.
- \* At no time will the contractor be alone with students.

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Services of Contractor arranged by

Signature



Principal, Riverview Middle School

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 – Director, 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 to Riverview Middle 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, will provide coaching, technical assistance, and on-going support and monitoring to site administrators and coaches, teachers, site leadership teams, and Alternative Governance Teams (AGT) related to the use and analysis of data to frame instructional priorities and interventions; and to monitor program implementation and student achievement. These services are designed to maintain continuity with Mt. Diablo Unified School District and to accelerate student performance on state API and Federal AYP measures.

**Specific Services Delivered**

**Leadership and Capacity Building**

- Maintain a presence at the school site beyond technical assistance that is adequate to ensure, the ongoing implementation and review of the Restructuring Plan and Single Plan for student achievement.
- Plan, facilitate and design instructional leadership practices related to AGT; coach for the development of sustainable leadership processes and “Turn Around” change.

- Develop and facilitate school wide “Instructional Rounds” 7 to 9 cycles per year to build and sustain a professional culture of “continuous improvement”, high expectations, and collective responsibility for student achievement.
- Coach grade level teams, Administrator, coaches, in use of data analysis protocols, to identify specific student needs and determine appropriate interventions and differentiated support.
- Engage leadership staff in both long term and strategic planning processes.

#### Data Driven Culture

- Support and develop strategies to improve academic performance of subgroups to achieve A.Y.P., API targets, and Title III targets.
- Analyze summative and formative data, CST, CELDT movement analysis, and embedded progress monitoring tests (e.g. Curriculum Associates). Identify subgroups performance gaps, set achievement targets/SMART Goals in ELA, Math and ELD movement. Determine programmatic strengths and weaknesses – use data to design instructional support.
- Develop grade level and content specific student performance profiles to formalize RTI system:
  - Ongoing assessment
  - Placement
  - Exit criteria
  - Universal screening
  - Progress monitoring

#### Staff Development

- Provide embedded staff development to whole staff, leadership teams, and grade levels related to school wide program coherence, and school change/reform, research based instructional practices for:
  - RTI (Response to Intervention)
  - EL Learners (English Language)
  - SWDS (Students with Disabilities)
- Attend, plan, and facilitate staff meetings, leadership councils, and AGT and parent events ongoing and as needed.
- Interface as requested with parent(s), community stakeholders groups or district wide networks to build and support ongoing engagement and support for Mt. Diablo Unified School District.

#### Accountability and Monitoring

- Provide specific feedback to AGT, Administrator and teachers related to enhancing standards based curriculum, rigorous instructional practices and student engagement.
- Frame corrective actions as necessary.
- Maintain ongoing communication with school district, related to progress and process of Program Improvement at Mt. Diablo Unified School District with Director of Secondary Curriculum.
- Conduct classroom observations, audits, and provide specific instructional improvement feedback to teachers and administrators.

- Systematically monitor student academic progress on district assessment measures, CST, benchmark assessments, and teacher made SMART Goals, ongoing Curriculum Associates, CELDT/ADEPT, and Academic Program Survey.

#### **D. Compensation**

Under the terms of this agreement, Mt. Diablo Unified School District agrees to pay Alameda County Office of Education \$50,000 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. This is equivalent to 50 days per year or 1.5 days per week from August 2011 until June 2012 for services delivered on site and consultation as needed.

#### **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 or 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

  
\_\_\_\_\_  
Designated Signatory  
Mt. Diablo Unified School District

Date \_\_\_\_\_

Date 6/3/11



**Riverview Middle School**  
**Consultant Services Evaluation and Proposal**  
**Ms. Pricilla Hopkins, ACOE**

Services Provided: 2010-2011 School Year

- Monitored the Turnaround Restructuring Plan and developed the monitoring protocol for the Turnaround Blueprints. (1 day a month)
- As a Program Improvement site we utilized Ms. Hopkins to provide Professional Development (per QEIA) in house for all staff through Peer Observations/Department Walkthroughs (1 day a month)
- Provided deep work with regard to capacity building, teacher collaboration, and utilization of multiple assessment measures.
- Ms. Hopkins has located and evaluated research based practices in the field of education and has worked to implement these practices at Riverview. (i.e reciprocal teaching, intensive and strategic implementation of interventions with a laser focus on re-teaching, and enriching standards based curriculum.) (2-3 days a month)
- Our focused work and developed relationship with Ms. Hopkins has enabled us to grow instructional leaders who make data driven decisions to move our school forward.
- Participated/assisted in facilitation of all AGT/Leadership Team meetings (2 times per month)
- Cost: \$50,000 (2010-2011)

Results of Services Provided

- API has gone from 595 to 672
- Culture and Capacity Building
  - Established a strong and trusting relationship with the staff over the past two 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:

- Riverview Instructional Rounds. We need one more year of support to move and sustaining our practices with data, engagement strategies, and rigor. Ms. Hopkins will be introducing Instructional Rounds to RMS as she is very knowledgeable in this practice.
- The relationship between Ms. Hopkins and the staff of Riverview is based upon trust and respect and was developed over the past two years. Our momentum could be disrupted with the elimination of her support without time to plan.
- As a QEIA site we are required and able to provide 40 hours of professional development to staff each year and we do this through our work with Ms. Hopkins.

Proposal for 2011-2012 School Year

- Begin work with *Instructional Rounds (City, Elmore, Fiarman, and Teitel, 2009)* (1 day per month) to make full use of the highly effective practice of examining the Instructional Core to make informed decisions.
- Continue to plan staff professional development emphasizing Riverview's next steps of implementation and evaluation of high leverage strategies and programs (1 day per month)
- Participate in *AGT/Leadership Team* meetings (1 day per month)
- Work with leadership team on current research, program improvement high leverage strategies with a laser focus on how to implement them. (1 day per month)
- Riverview would use their awarded QEIA grant funding to cover the cost of the consultant work for the 40 hours of mandated professional development
- Cost: \$24,000 (2011-2012)

**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	<b>GENERAL LIABILITY</b> [ <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	<b>AUTOMOBILE LIABILITY</b> [ <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	<b>PROPERTY</b> [ <input checked="" type="checkbox"/> ] ALL RISK [ <input checked="" type="checkbox"/> ] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	\$ 250,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01710-02	7/1/2010 7/1/2011	\$ 25,000	Included EACH OCCURRENCE
B	<b>WORKERS COMPENSATION</b> [ <input checked="" type="checkbox"/> ] EMPLOYERS' LIABILITY	PIPS 00217-06	7/1/2010 7/1/2011	\$	[ ] WC STATUTORY LIMITS [ <input checked="" type="checkbox"/> ] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> [ ] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**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