

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 24 day of May, by and between the Mt. Diablo Unified School District (hereinafter "District") and Resource Development Associates (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 \$ 75,000 for Services _____ - _____ - _____ - _____ \$ _____

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

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

BUDGET CODE(S)

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 July 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.

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: Resource Development Associates
 Attn: Patricia M. Berneth, PhD
 Address: 230 4th St
Oakland CA 94607
 Phone: 510.488.4344
 Fax: 510.444.1434
 Tax ID #: 68-0444084

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the 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: Terri Porter, Coordinator - ASP
 Print Name and Title

Resource Development Associates
 Name of Company/Organization or Independent Contractor/Consultant

By: Patricia M. Bennett 5/24/17
 Signature of Contractor/Consultant Date

Title: Patricia M. Bennett, Ph.D.; 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

Print Name of Originator and Title

Site/Department Originating this Contract

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>

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**

See Attached Mov

MEMORANDUM OF UNDERSTANDING

Between

Resource Development Associates, Inc.

And

Mt. Diablo Unified School District

July 2017 – June 2018

This Agreement is made on the 1st day of the month of July 2017 by and between Mt. Diablo Unified School District (hereinafter referred to as MDUSD) and Resource Development Associates (hereinafter referred to as RDA).

RECITALS

- A. Whereas, RDA provides evaluation, grant writing and planning, MIS design, and, organizational development and other consulting services in the United States to non-profit, city and county governments and other public or private entities; and;
- B. Whereas, RDA has agreed to undertake specific projects for MDUSD as specified for the Afterschool 4 All Collaborative;

The purpose of this MOU is to outline the terms and conditions between Resource Development Associates, Inc. (RDA) and Mt. Diablo Unified School District (MDUSD) regarding the evaluation and continuous quality improvement (CQI) effort for the Afterschool 4 All Collaborative. The evaluation will include the following afterschool program sites and the particular sites as follows:

MDUSD AFTERSCHOOL PROGRAM SITES/ACTIVITIES	ANNUAL FEE
Bel Air Elementary	\$4000
Cambridge Elementary	\$4000
Delta View Elementary	\$4000
El Dorado Middle	\$4000
El Monte Elementary	\$4000
Fair Oaks Elementary	\$4000
Holbrook Elementary	\$4000 + \$3000 setup
Meadow Homes Elementary	\$4000
Oak Grove Middle	\$4000
Rio Vista Elementary	\$4000
Riverview Middle	\$4000
Shores Acres Elementary	\$4000
Sun Terrace Elementary	\$4000
Wren Ave Elementary	\$4000
Ygnacio Valley Elementary	\$4000



ASPIRE/Academic Intervention Activities	\$5000
ASW Web Enhancements/Technical Assistance	\$7000

TOTAL **\$75,000**

Additional Schools: Additional elementary and middle schools may be added to the evaluation efforts at a rate of \$7,000 each and high schools may be added at a rate of \$8,000 each (\$4,000 for elementary and middle schools and \$5,000 for high schools ongoing evaluation and \$3,000 setup and orientation).

I. Scope of Work

The following time line and activities represent the Scope of Work. The definitions below clarify the meaning of the activities listed in the Scope of Work.

Definitions

Collaborative Meeting: At least one member of RDA will attend the Afterschool 4 All Collaborative Meeting to provide updates on evaluation and CQI activities, decide on logistical matters, answer questions, and collect qualitative data.

Data System/MIS Install: Upon receipt of properly formatted data in the months specified in the Scope of Work and in this MOU, the Afterschool 4 All RDA will upload student demographic and enrollment data into the AfterSchoolWeb (ASW) for use by the Afterschool Programs in the Collaborative. (Months specified are: September, January, and August)

Prepare State Report: Preparing the State mandated ASES Spreadsheet for the 2017–18 school year.

Prepare Evaluation Report: Prepare a Districtwide Evaluation Report summarizing the findings of the evaluation and CQI activities for Elementary and Middle Schools and making recommendations for continuous program improvement.

AfterSchoolWeb training: Annual group training to familiarize users with the system to answer questions and provide set up assistance during scheduled sessions.

AfterSchoolWeb Technical Assistance: Phone based and e-mail technical assistance for users throughout the school year, August 22, 2017 – June 7, 2018.

AfterSchoolWeb “Data Scrub”: Comprehensive review of web use to date, including setting up groups, schedules and data entry. RDA will advise Program coordinators and District Coordinators about the status of use. It is the responsibility of the District Coordinators to follow up with school site staff to ensure adequate use and data entry.

Year-End Presentation to Collaborative and District Stakeholders: This includes attendance at one meeting at a mutually determined time and location to review reports prepared for the prior program year and to present recommendations.



Summary of Responsibilities of District Coordinators:

- Be familiar with content of this Memorandum of Understanding & Scope of Work
- Secure District signatures on Memorandum of Understanding
- Keep up to date with e-mails from RDA and logistical needs
- Notify RDA of dates, times, and locations of Collaborative meetings
- Provide RDA with minutes of meetings
- Orient all school site staff to the evaluation and its requirements. Ensure they understand the importance of data collection and achievement of the Collaborative goals.
- Set-up the logistics for trainings on MIS/Data systems and ensuring readiness of hardware
- Before date of data uploads, ensure that every student in the system has a correct District issued permanent ID number. RDA will not be responsible for problems arising from missing or incorrect ID numbers.
- Confer with District MIS staff to ensure accurate and timely transfer of requested data to relevant RDA personnel according to required format. Collaborate with RDA to troubleshoot unanticipated difficulties.
- Ensure that all sites are entering their data on an ongoing basis.
- Ensure distribution of surveys and an optimum response rate.
- Inform RDA of sites that will be having summer school.

Scope of Work Schedule: See next page

After School 4 All Evaluation Activities School Year 2017-2018 COLLABORATIVE AND COORDINATOR ACTIVITIES		
MONTH	EVALUATOR ACTIVITIES	COLLABORATIVE AND COORDINATOR ACTIVITIES
July	<ul style="list-style-type: none"> Obtain 2017-18 enrollment data from districts Finalize MOUs Prepare Evaluation plan 	<ul style="list-style-type: none"> Before date of data upload, ensure that every student in the system has a correct District issued permanent ID number. RDA will NOT be responsible for problems arising from missing or incorrect ID numbers. Confer with District MIS staff to ensure accurate and timely transfer of requested data to relevant RDA personnel according to required format. Collaborate with RDA to troubleshoot unanticipated difficulties Be familiar with content of the MOU & Scope of Work Secure District signatures on MOUs
August	<ul style="list-style-type: none"> Obtain testing data from districts* Draft preliminary Annual Performance Reports (ASES)* Process and analyze qualitative & quantitative data* Presentation of survey data to program coordinators* Install MIS/Data Systems Collaborative Meeting Train program and district coordinators on ASW/Orient all school site staff to the evaluation, CDE-required CQI process, and their requirements. 	<ul style="list-style-type: none"> Notify RDA of dates, times, and locations of meetings Provide RDA with minutes of meetings Set up the logistics for training on ASW and ensure readiness of hardware Attend training on ASW Ensure all school site staff understand the importance of data collection and achievement of the Collaborative goals



A4A Collaborative Evaluation
Memorandum of Understanding

<p>September</p>	<ul style="list-style-type: none"> • Prepare final draft of ASES Annual Performance Reports* • Collaborative Meeting • Refresh MIS/Data Systems with current enrollment information 	<ul style="list-style-type: none"> • Review final draft of ASES Annual Performance reports and provide feedback to authors* • Notify RDA of dates, times, and locations of meetings • Provide RDA with minutes of meetings
<p>October</p>	<ul style="list-style-type: none"> • Submit ASES Annual Performance Report to client, 10/1* • Collaborative Meeting • Review instruments and tools including collaborative-wide data sheet • Start check-in phone calls to all sites • ASW Data Scrub 	<ul style="list-style-type: none"> • Submit ASES Annual Performance Reports to CDE* • Notify RDA of dates, times, and locations of meetings • Provide RDA with minutes of meetings • Ensure that all sites are entering their enrollment, activity, and attendance data into ASW • Review exceptions report and support sites in data scrub
<p>November</p>	<ul style="list-style-type: none"> • Collaborative Meeting • Complete check-in phone calls to all sites 	<ul style="list-style-type: none"> • Notify RDA of dates, times, and locations of meetings • Provide RDA with minutes of meetings • Ensure that all sites are entering their enrollment, activity, and attendance data into ASW
<p>December</p>	<ul style="list-style-type: none"> • Year-end presentation to Collaborative and key stakeholders* • Facilitate program coordinators in identifying primary areas of focus in CDE-required CQI process • Collaborative Meeting • Report to Collaborative on check in calls • Schedule site visits • Request current enrollment data from districts 	<ul style="list-style-type: none"> • Notify RDA of dates, times, and locations of meetings • Provide RDA with minutes of meetings • Ensure that all sites are entering their enrollment, activity, and attendance data into ASW • Before date of data upload, ensure that every student in the system has a correct District issued permanent ID number. RDA will NOT be responsible for problems arising from missing or incorrect ID numbers. • Confer with District MIS staff to ensure accurate and timely transfer of requested data to relevant RDA personnel according to required format. • Collaborate with RDA to troubleshoot unanticipated difficulties. • Assist with scheduling of site visits



**A4A Collaborative Evaluation
Memorandum of Understanding**

January	<ul style="list-style-type: none">• Collaborative Meeting• Initiate site visits/Follow up with sites for progress made on CDE-required CQI planning and implementation• Upload ASW to update student data• ASW Data Scrub	<ul style="list-style-type: none">• Notify RDA of dates, times, and locations of meetings• Provide RDA with minutes of meetings• Ensure that all sites are entering their enrollment, activity, and attendance data into ASW• Ensure that all sites have drafted their CDE-required CQI plans• Review exceptions report and support sites in data scrub
February	<ul style="list-style-type: none">• Collaborative Meeting• Continue site visits/Continue follow-up with sites for progress made on CDE-required CQI planning and implementation• Prepare surveys for distribution	<ul style="list-style-type: none">• Notify RDA of dates, times, and locations of meetings• Provide RDA with minutes of meetings• Ensure that all sites are entering their enrollment, activity, and attendance data into ASW• Ensure that all sites have finalized and begun implementing their CDE-required CQI plans• Set up logistics for survey training
March	<ul style="list-style-type: none">• Collaborative Meeting• Orient/train program coordinators on upcoming surveys• Site visit debrief development and report back with evidence to support CDE-required CQI implementation	<ul style="list-style-type: none">• Notify RDA of dates, times, and locations of meetings• Provide RDA with minutes of meetings• Ensure that all sites are entering their enrollment, activity, and attendance data into ASW• Ensure that all program coordinators attend a survey orientation• Ensure that all program coordinators receive and review their respective site visit debriefs
April	<ul style="list-style-type: none">• Collaborative Meeting• Mid-term report on findings of site visits• Survey administration (program coordinator, parent, Collaborative, and principal)• ASW Data Scrub	<ul style="list-style-type: none">• Notify RDA of dates, times, and locations of meetings• Provide RDA with minutes of meetings• Ensure that all sites are entering their enrollment, activity, and attendance data into ASW and support sites in data scrub• Ensure distribution of surveys and an optimum response rate• Assist RDA with collecting all surveys• Complete Collaborative survey



A4A Collaborative Evaluation
Memorandum of Understanding

May	<ul style="list-style-type: none">• Collaborative Meeting• Survey administration (teacher, staff, student)• Survey collection (all)	<ul style="list-style-type: none">• Notify RDA of dates, times, and locations of meetings• Provide RDA with minutes of meetings• Ensure that all sites are entering their enrollment, activity, and attendance data into ASW• Ensure distribution of teacher, staff, student surveys and an optimum response rate• Inform RDA of which sites will be having summer school, start/end dates, feeder schools, and contact information
June	<ul style="list-style-type: none">• Collaborative Meeting• Outreach to district MIS departments for 2015-2017 and 2017-2018 data• ASW Data Scrub• Set up Students' ID and summer sessions on web-based system	<ul style="list-style-type: none">• Notify RDA of dates, times, and locations of meetings• Provide RDA with minutes of meetings• Confer with District MIS staff to ensure accurate and timely transfer of requested data to relevant RDA personnel according to required format. Collaborate with RDA to troubleshoot unanticipated difficulties.• Ensure all completed surveys are given to RDA• Ensure all sites are enrollment, activity, and attendance data has been entered and support sites in completing final data scrub• Ensure that all sites are entering their data into ASW for summer school
July	<ul style="list-style-type: none">• Collaborative Meeting• Obtain district data (attendance, discipline, etc.)• Process and analyze qualitative & quantitative data to inform evaluation and CQI findings and recommendations	<ul style="list-style-type: none">• Notify RDA of dates, times, and locations of meetings• Provide RDA with minutes of meetings• Confer with District MIS staff to ensure accurate and timely transfer of requested data to relevant RDA personnel according to required format. Collaborate with RDA to troubleshoot unanticipated difficulties.• Ensure that all sites are entering their data into ASW for summer school

* Indicates a reporting or evaluation activity that corresponds to 2016-2017 school year.



ASPIRE/Academic Intervention Activities

RDA will conduct a pre- and post-intervention analysis of data for ASPIRE/Academic Intervention students for the 2017-2018 school year. RDA submit the results of this analysis to MDUSD. MDUSD will provide RDA with the following data in excel format after the completion of the program as well as paper copies:

Field #	Field Name
1	CDS_Code
2	StudentIdentifier
3	GradeLevel
4	ProviderLocationID
5	ProviderLocationOther
6	StudentStartDate
7	StudentEndDate
8	StudentLearningPlanNotCompleteComment
9	StudentHourlyCost
10	DistrictHourlyReimbursement
11	StudentMathHours
12	StudentELAHours
13	StudentSubjectOther
14	StudentSubjectOtherHours
15	StudentProgressReportsToStudentYN
16	StudentProgressReportsToParentsYN
17	StudentProgressReportsToStaffYN
18	ProgressReportProvisionPeriodID
19	StudentLearningPlanConsultedYN
20	StudentLearningPlanStaffConsultedYN
21	StudentLearningPlanTeacherConsultedYN
22	StudentLearningPlanParentConsultedYN
23	StudentLearningPlanStudentConsultedYN
24	StudentNoLearningPlanComment
25	InstructionalMethodSubjectID1
26	InstructionalMethodOtherSubject1
27	InstructionalMethodID1
28	InstructionalMethodOtherDeliveryMethod1
29	InstructionalMethodPercentageTimeSpent1
30	InstructionalMethodSubjectID2
31	InstructionalMethodOtherSubject2
32	InstructionalMethodID2
33	InstructionalMethodOtherDeliveryMethod2
34	InstructionalMethodPercentageTimeSpent2
35	InstructionalMethodSubjectID3
36	InstructionalMethodOtherSubject3
37	InstructionalMethodID3

Field #	Field Name
38	InstructionalMethodOtherDeliveryMethod3
39	InstructionalMethodPercentageTimeSpent3
40	InstructionalMaterialID1
41	InstructionalMaterialName1
42	InstructionalMaterialPercentageUse1
43	InstructionalMaterialID2
44	InstructionalMaterialName2
45	InstructionalMaterialPercentageUse2
46	InstructionalMaterialID3
47	InstructionalMaterialName3
48	InstructionalMaterialPercentageUse3
49	InstructionalMaterialID4
50	InstructionalMaterialName4
51	InstructionalMaterialPercentageUse4
52	InstructionalMaterialID5
53	InstructionalMaterialName5
54	InstructionalMaterialPercentageUse5
55	TestSubjectID1
56	TestSubjectOther1
57	TestAssessmentCode1
58	TestAssessmentOther1
59	TestAssessmentStandardYN1
60	TestPreTestDate1
61	TestPreTestRawScore1
62	TestNoPreTestScoreComment1
63	TestPreTestPercentileRank1
64	TestPostTestDate1
65	TestPostTestRawScore1
66	TestNoPostTestScoreComment1
67	TestPostTestPercentileRank1
68	TestSubjectID2
69	TestSubjectOther2
70	TestAssessmentCode2
71	TestAssessmentOther2
72	TestAssessmentStandardYN2
73	TestPreTestDate2
74	TestPreTestRawScore2



Field #	Field Name
75	TestNoPreTestScoreComment2
76	TestPreTestPercentileRank2
77	TestPostTestDate2
78	TestPostTestRawScore2
79	TestNoPostTestScoreComment2
80	TestPostTestPercentileRank2
81	TestSubjectID3
82	TestSubjectOther3
83	TestAssessmentCode3
84	TestAssessmentOther3

Field #	Field Name
85	TestAssessmentStandardYN3
86	TestPreTestDate3
87	TestPreTestRawScore3
88	TestNoPreTestScoreComment3
89	TestPreTestPercentileRank3
90	TestPostTestDate3
91	TestPostTestRawScore3
92	TestNoPostTestScoreComment3
93	TestPostTestPercentileRank3

II. AfterSchoolWeb and Data Components

The contents of this section supersedes any previous agreements made with respect to data and ASW, the Afterschool web.

RDA will conduct annual outcome evaluation and CQI activities consistent with requirements specified by the California Department of Education in its grant of financial support to MDUSD. The purpose of the evaluation is to measure positive benefits accruing to students who participate in afterschool activities and to identify opportunities for MDUSD to leverage its strengths and address its needs for continuous program improvement. Existing desired benefits for participating students are also set forth by the Collaborative as goals and objectives that address academic performance, behavior at school, family support, and life skills. Afterschool participation has been found to be particularly beneficial for students who are not English language fluent or who are members of low socio-economic status families.

MDUSD will continue to provide student data for each the school years in support of evaluation and CQI activities. MDUSD will provide these student data for all students at each school site listed in this agreement. Data record layouts for the six required data sets are described below.

Student Data Record Layouts/Data Sets

The Data Sets referred to below are outlined in Appendix A of this MOU.

The District will be responsible for transferring to RDA the student data as digital files in Excel spreadsheet format adhering to the record layouts and valid codes described in Appendix [A]. Each Excel file may contain multiple schools' students' data in each file, but not to exceed 64,000 records (i.e., not to exceed 64,000 spreadsheet rows). Six distinct types of student data are to be provided; permanent student ID numbers will be used to link the separate data files:

- Data Set 1 (Enrollment and Demographics)
- Data Set 2 (Absence and Attendance)
- Data Set 3 (Discipline)
- Data Set 4 (Performance Test Scores)
- Data Set 5 (Promotion)



Record layout rules for all data sets are available in an Excel file together with a template (a row of column headers), which can be filled in by District personnel.

Baseline Year Data

MDUSD will provide Baseline Year data for all new schools added since the previous year (all 5 data sets for 2016-17) to RDA by September 2017.

Evaluation Year Data

The following sets of data will be provided on the following dates:

- September 15, 2017 – Data Set 1
- January 12, 2018 – Data Set 1
- July 13, 2018 – Data Sets 1, 2, 3
- August 17, 2018 – Data Sets 4, 5

Student Information Updates

RDA will further prepare and use the above periodic editions of Data Set 1 to update student information contained in the online web application, "AfterschoolWeb v.3." Provided that data are received in the format specified and on time, updates of the web application student data will take place on the following schedule:

- September 29, 2017
- January 30, 2018
- August 31, 2018

AfterSchoolWeb v3

The AfterSchoolWeb is the property of Resource Development Associates. The Afterschool data will be hosted on ASW v3 and located on Microsoft Azure servers.

III. Confidentiality of Student Data and Security of Data

A. Confidentiality

- RDA shall protect from unauthorized disclosure names and other identifying information, except for statistical information and summary data that does not identify the client.
- RDA shall not use such identifying information for any purpose other than carrying out the obligations under this agreement.
- RDA agree to inform all its employees, agents, and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
- RDA agree to comply and to require its officers, partners, associates, agents and employees to comply with all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons, their records, or services provided them.



B. Security of Student Data

The Student Data will have the following security precautions:

- The Data Set 1 only will be imported by RDA personnel into a web-based database on a server hosted by Microsoft Azure.
- The web-based database will be protected by data encryption, a 128-bit SSL Digital Certificate which encrypts all data transmissions, Microsoft Azure's 24/7 security monitoring, and user-specific passwords and access levels.
- The user-specific passwords and access levels are issued by Collaborative and Coordinators, who are responsible for preventing access to the data by unauthorized personnel, including terminated employees.
- The data will be retained on the web-based database and maintained by RDA at least until the State of California Department of Education has approved the final evaluation report due under terms of its grant to the Collaborative.
- All other Data sets will be maintained in Access data bases at RDA and will be encrypted, password protected and further secured through user specific network authentication.

C. Web Based Use of Student Data

The web-based database will be accessible via "AfterSchoolWeb v.3," a secured, full-featured web-based tool for managers of out-of-school-time programs. It has been developed by RDA to help educators to organize important details about activities offered, students enrolled, and attendance at service-delivery (school) sites. RDA remains responsible for fixing errors in AfterSchoolWeb v.3 that impact the usability of this system.

AfterSchoolWeb v.3 provides a variety of data entry and data display options to support efficient day-to-day operations, and seasonal reporting to funders and community constituents. No software is deployed to remote users because they access data through a secure web browser. No database synchronization is needed because all users have real-time access to the database.

A user manual, the "AfterSchoolWeb v.3 System Manual" will be provided to Collaborative and Coordinators. RDA will provide technical assistance for Collaborative and Coordinators during normal business hours Monday through Friday.

There is no additional charge for use of AfterSchoolWeb v.3, provided that the school sites represented in the AfterSchoolWeb system are participants in the Contra Costa County Afterschool 4 All Collaborative and the evaluation process.

In cases where the AfterSchoolWeb system is used to represent additional school sites who are not participating in the Afterschool 4 All Collaborative and evaluation as listed above, a \$500 setup fee per school site, plus fees of \$50 per month per school site, will be owed to RDA.



D. AfterSchoolWeb v.3 Features

Several reporting and data entry features have been developed expressly at the request of the Collaborative. Development of additional features is not included in this agreement.

IV. Indemnification

Collaborative and Users agree to indemnify and hold harmless RDA for any claims arising from use of the Software, including loss or corruption of data.

V. Costs and Payment for Services

RDA will bill MDUSD on a quarterly basis for of the total amount of the contract as follows: September 29, December 29, March 30, and June 29. This price will include all activities as outlined in this MOU, local travel, materials and supplies. An invoice will be submitted at the end of each quarter. Payment is due upon receipt of the invoice.

Total costs for all items under scope of work will not exceed \$68,000.

VI. Amendments

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

VII. Term

This Agreement shall be made from July 1, 2017 through June 30, 2018.

VIII. Signatures

Patricia Marrone Bennett, CEO, Resource Development Associates

Stephanie Roberts, Director of Development

Jennifer Sachs, Executive Director of Instructional Support



Appendix [A]

Record layout rules for each of six data sets to be provided by District to Evaluator.

Data Set 1 (Enrollment and Demographics)			
Data Element	Data Type	Valid Codes	Notes
Permanent_ID	text		required. All students active at any time during school year.
State_ID	text		Required
LastName	text		Required
FirstName	text		Required
MiddleName	text		Optional
Address1	text		Optional
Address2	text		Optional
City	text		Optional
State	text		Optional
ZIP	text		Optional
HomePhone	text		Optional
EthnicityCode	numeric	see valid codes below	Required
Sex	text	M or F	Required
Birthdate	text	format: MM/DD/YYYY	Required
Grade	text	see valid codes below	Required
SchoolName	text		Required
EnterDate	text	format: MM/DD/YYYY	required: date of enrollment to school
LeaveDate	text	format: MM/DD/YYYY	required: date of exit from school, if any
Homeroom	text		Optional
HomeroomTeacher	text		Optional
Mother_Firstname	text		Optional
Mother_Lastname	text		Optional
Mother_Employer	text		Optional
Mother_Bus_Phone	text		Optional
Father_Firstname	text		Optional
Father_Lastname	text		Optional
Father_Employer	text		Optional
Father_Bus_Phone	text		Optional
EmergencyContact	text		Optional
Relationship	text		Optional
ContactPhone	text		Optional
EmergencyContact2	text		Optional
Relationship2	text		Optional
ContactPhone2	text		Optional
EligiblePickUp1	text		Optional
EligiblePickUp2	text		Optional
EligiblePickUp3	text		Optional
EligiblePickUp4	text		Optional
EligiblePickUp5	text		Optional



Data Set 1 (Enrollment and Demographics)

<u>Data Element</u>	<u>Data Type</u>	<u>Valid Codes</u>	<u>Notes</u>
NeedFlag1_Special_Ed	numeric	0 ("No"), 1 ("Yes")	Required
NeedFlag2_ELL	numeric	0 ("No"), 1 ("Yes")	Required
NeedFlag3_CalWorks	numeric	0 ("No"), 1 ("Yes")	Optional
DaysEnrolled	numeric	Integer	Required
DaysAbsent	numeric	Integer	Required

ASWeb valid EthnicityCodes (CoCoCo Afterschool 4 All)

EthnicityCode *	EthnicityDescription	<i>corresponds to CSIS code</i>
1	African American	600
2	Asian Other	299
3	Cambodian	207
4	Chinese	201
5	Filipino	400
6	Guamanian	302
7	Hawaiian	301
8	Indian (Asian)	205
9	Japanese	202
10	Korean	203
11	Laotian	206
12	Latino/Hispanic	500
13	Multiple	
14	Native American	100
15	None/Not Available	
16	Pacific Islander	399
17	Samoaan	303
18	Tahitian	304
19	Vietnamese	204
24	White	700

* Integer, determined arbitrarily by ASWeb for all school sites among the Afterschool4All Collaborative during ASWeb ADMIN SETUP Processes.



ASWeb valid Grade Codes (CoCoCo Afterschool 4 All)	
Grade *	GradeDescription
K	K
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
* Text, determined separately for each individual school site during ASWeb SITE SETUP Processes	

Data Set 2 (Absence and Attendance)			
Data Element	Data Type	Valid Codes	Notes
Permanent_ID	text		required. All students active at any time during school year.
State_ID	text		Required
SchoolName	text		Required
Date	text	format: MM/DD/YYYY	required. between July 1 – June 30
All-Day Absence-or-Attendance Type	text	(Defined in District's student info system)	required. District's Codebook also required



Data Set 3 (Discipline)

<u>Data Element</u>	<u>Data Type</u>	<u>Valid Codes</u>	<u>Notes</u>
Permanent_ID	text		required. All students active at any time during school year.
State_ID	text		Required
SchoolName	text		Required
Date	text	format: MM/DD/YYYY	required. between July 1 – June 30
Incident_Type	text	(Defined in District's student info system)	required. District's Codebook also required
Disposition_Type	text	(Defined in District's student info system)	required. District's Codebook also required
Disposition_Duration	numeric		required. Usually number of DAYS

Data Set 4 (Performance Test Scores)

<u>Data Element</u>	<u>Data Type</u>	<u>Valid Codes</u>	<u>Notes</u>
Permanent_ID	text		required. All students active at any time during school year.
State_ID	text		Required
Performance_Test_Year_and_Month	text	format: YYYYMM	Required
Performance_Test_Part	text	Math Subject or "English Language Arts"	Required
Performance_Scaled Score	numeric	4-digit	Required
Performance_Level	numeric	1-digit (1= "Level 1", ..., 4 = "Level 4")	Required

Data Set 5 (Promotion)

<u>Data Element</u>	<u>Data Type</u>	<u>Valid Codes</u>	<u>Notes</u>
Permanent_ID	text		required. All students active at any time during school year.
State_ID	text		required
SchoolName	text		required
Current_Grade	text		required. Grade Level during current school year.
Next_Grade	text		required. Grade Level anticipated at beginning of coming school year.