

**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 1st day of March 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and Resource Development Associates, Inc. (RDA) (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:

\$ 4,000.00 total fee for Services 000 - 3082 - 36 - 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 3/1/12. 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>Resource Development Associates, Inc.</u> |
| 1936 Carlotta Drive                | Address: <u>230 4th Street</u>                     |
| Concord, CA 94519-1397             | <u>Oakland, CA 94607</u>                           |
| Attn: Superintendent               |  |
|                                    | Phone: <u>510-488-4345</u>                         |
|                                    | Fax: <u>510-444-1434</u>                           |
|                                    | Tax ID #: <u>68-0444084</u>                        |

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

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

Purchase Requisition # R67850

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. **Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By:

*[Signature]* 2/14/12  
Budget Administrator Date

By:

\_\_\_\_\_  
Date

Title:

School Support Administrator

Title:

CEO/Principal

Authorized by:

\_\_\_\_\_  
Assistant or Associate Superintendent Date

Approved:

\_\_\_\_\_  
Assistant Superintendent of Personnel Date

**TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR**

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

*[Signature]* 2/14/12  
Administrator's Signature Date

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

*[Signature]*  
Originator's Signature

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

|                     |  |
|---------------------|--|
| <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 #         R67850        

**EXHIBIT A**

**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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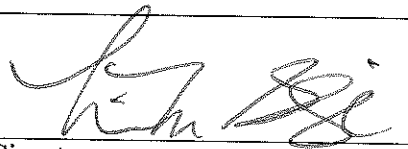
To provide evaluation services for the School Improvement Grant (SIG) for the following schools:

Meadow Homes Elementary  
Oak Grove Middle School

See attached MOU for scope of work.

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Services of Contractor arranged by

  
\_\_\_\_\_  
Signature

Student Achievement & School Support  
\_\_\_\_\_  
Department / School

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Resource Development Associates, Inc.**  
**And**  
**Mt. Diablo Unified School District**  
**March 1, 2012 – June 30, 2012**

This Agreement is made on the 1st day of the month of March 2012 by and between Mt. Diablo Unified School District (hereinafter referred to as MDUSD) and Resource Development Associates, Inc. (hereinafter referred to as RDA).

**RECITALS**

- A. Whereas, RDA provides evaluation, grant writing and planning, MIS design, and, organizational development and other consulting services in the United States to non-profit, city and county governments and other public or private entities; and;
- B. Whereas, RDA has agreed to undertake specific projects for Mt. Diablo Unified School District as specified for the evaluation of School Improvement grant (SIG 2) activities.

The purpose of this MOU is to outline the terms and conditions between Resource Development Associates, Inc. (RDA) and Mt. Diablo Unified School District (MDUSD) regarding the evaluation effort of the SIG 2. The evaluation will include the following two school sites:

Meadow Homes Elementary  
Oak Grove Middle

**I. SCOPE OF WORK**

See **Exhibit A** for the detailed Scope of Work and **Exhibit B** for the timeline for the implementation year: 2012-2013.

**II. COSTS AND PAYMENT FOR SERVICES**

RDA will invoice Mt. Diablo USD on a **monthly** basis for actual hours worked according to the following hourly rates:

|                    |       |
|--------------------|-------|
| Senior Associate   | \$125 |
| Associate          | \$100 |
| Research Assistant | \$50  |

Payment is due upon receipt of the invoice.

Total costs for all items under scope of work will not exceed **\$4,000**.

**III. AMENDMENTS:**

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

**IV. TERM:**

This Agreement shall be made from March 1, 2012 through June 30, 2012.

**V. SIGNATURES:**

Patricia Marrone Bennett, CEO, RDA \_\_\_\_\_

Rose Lock, Assistant Superintendent of SASS \_\_\_\_\_

Steven Lawrence, Superintendent \_\_\_\_\_

## Exhibit A: Scope of Work

The work during the 2011-2012 school year will focus on developing an evaluation plan and tools necessary for the 2012-2013 school to in order to answer the following questions:

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

### *Description of Pre-Implementation Activities*

- RDA will work with SASS Administrators to ensure access to student level data for the 2012-2013 school year potentially including: grade, demographics, Curriculum Associates benchmark measures, Math and English Language Arts CST levels, CELDT and ADEPT levels, attendance and truancy, and disciplinary referrals.
- RDA will work with SASS Administrators to collect school level data potentially including: instructional minutes, student participation rate on state assessments, dropout rate, teacher performance level, and teacher attendance rate.

- RDA will review the SIG implementation plans for both Oak Grove and Meadow Homes and develop a timeline (i.e. GANT chart) for key activities as well as a tracking log to capture completed activities during the implementation year. RDA will also work with SASS Administrators to ensure that principals are trained in how to use the tracking log system.
- RDA will conduct interviews with the principals at the two sites to capture key successes during the planning phase as well as concerns and challenges. In addition this will be an opportunity to assess the support provided by the SASS Division and opportunities for additional assistance. Interview questions will be generated with input from the SASS.

**TOTAL for 2011-2012: \$4,000**



**Exhibit B: Projected Budget for 2012-2013**

| <b>TIME</b>        | <b>ACTIVITY/DELIVERABLE</b>   | <b>COST 2012-2013<br/>(for two sites)</b> |
|--------------------|---|---|
|                    | <b>Data Collection &amp; Analysis:</b>                                  |   |
| April-May, 2013    | Teacher survey: draft, revise, roll out, analyze, write up              | \$2,500                                   |
| April-May, 2013    | Principal interviews: draft, revise, conduct, analyze, write up         | \$1,125                                   |
| June, 2013         | SASS focus group: draft, revise, conduct, analyze, write up             | \$1,083                                   |
| June & Sept 2013   | Student level data: combined and for two schools                        | \$2,578                                   |
| June, 2013         | School level data: obtain and write up, assumes no independent analysis | \$750                                     |
|                    | <b>Reporting:</b>   |   |
| July-Aug 2013      | Annual report: schools combined and school specific                     | \$2,880                                   |
| Sept-October, 2013 | CST supplement: combined and school specific                            | \$1,333                                   |
| October, 2013      | PowerPoints: combined and school specific                               | \$1,800                                   |
| October, 2013      | Data retreat with SASS team and principals                              | \$2,200                                   |
| Ongoing            | Tool Development for Reporting (Tracking Log)                           | \$1,000                                   |
|                    | <b>TOTAL</b>  | <b>\$17,249</b>                           |



230 4<sup>th</sup> STREET  
OAKLAND, CA 94607  
(510) 488-4345  
FAX (510) 444-1434  
[www.resourcedevelopment.net](http://www.resourcedevelopment.net)

October 11, 2011

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

Re: DOJ and TB clearance

Dear Ms. Roberts,

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

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Patricia Marrone Bennett". The signature is written in a cursive, flowing style.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2011

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<br>BayRisk Insurance Brokers Inc.<br>1920 Minturn Street<br>P.O. Box 567<br>Alameda CA 94501-9667                   | CONTACT NAME: Julia Alexander<br>PHONE (A/C, No, Ext): (510) 523-3435<br>E-MAIL ADDRESS: juliaa@bayrisk.com<br>PRODUCER CUSTOMER ID #: 00014517  | FAX (A/C, No): (510) 523-1632 |
| INSURED<br>RESOURCE DEVELOPMENT ASSOCIATE<br>PATRICIA MARRONE BENNETT AND ROBERT W BENNETT<br>230 4TH ST<br>OAKLAND CA 94607 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Sentinel Insurance Co. NAIC # 11000<br>INSURER B: Axis Surplus Insurance Co. 26620<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |                               |

COVERAGES CERTIFICATE NUMBER: 11/12 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 INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |           |          | 57SBAVA5308     | 10/29/2011              | 10/29/2012              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
|          | GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC   |           |          |                 |                         |                         |   |
| A        | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS       |           |          | 57SBAVA5308     | 10/29/2011              | 10/29/2012              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION \$   |           |          |                 |                         |                         |   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           | Y/N      | N/A             |                         |                         | WC STATUTORY LIMITS<br>OTHER  |
|          | Professional Liability   |           |          | ECN000062241101 | 4/30/2011               | 4/30/2012               | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYER \$<br>E.L. DISEASE - POLICY LIMIT \$<br>\$1,000,000 limit   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named as additional insured as respects to services rendered by the named insured and is subject to the policy terms, conditions and exclusions per attached S800080405. \*Policy Cancellation Exception: 10 days for non-payment of premium.

|  |   |
|--|---|
| CERTIFICATE HOLDER<br>Mt. Diablo Unified School District<br>1936 Carlotta Dr.<br>Concord, CA 94519 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>J Alexander/VIVIAN <i>Julia J. Alexander</i> |
|--|---|



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 10-01-2011

GROUP:  
 POLICY NUMBER: 1331103-2011  
 CERTIFICATE ID: 108  
 CERTIFICATE EXPIRES: 10-01-2012  
 10-01-2011/10-01-2012

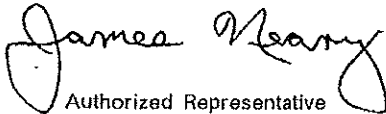
MT. DIABLO UNIFIED SCHOOL DISTRICT NB  
 1936 CARLOTTA DR  
 CONCORD CA 94519-1358

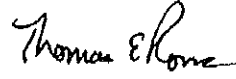
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
 Authorized Representative

  
 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - ROBERT BENNETT, PRES-TREAS - EXCLUDED.

ENDORSEMENT #1600 - PATRICIA BENNET, CEO-SEC - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-1999 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RESOURCE DEVELOPMENT ASSOCIATES (A CORP) NB  
 230 4TH ST  
 OAKLAND CA 94607