

Purchase Requisition # R75015

89736

W-9 on file

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519



RECEIVED

OCT - 7 2013
SUPERINTENDENT
MDUSD

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

Budget & Fiscal Services

THIS AGREEMENT is made this 26 day of August, by and between the Mt. Diablo Unified School District (hereinafter "District") and Bay Area Community Resources (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:

\$ 1,844,821.27 total fee for Services

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

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

BUDGET CODE

25,000 = 094.3871.10.5800
 1,567,523.27 = 094.3871.10.5100
 85,859 = 094.3156.10.5100
 120,000 = 399.3155.10.5100
 32,439 = 094.3648.10.5100
 14,000 = 394.3942.10.5100

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 _____. 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,

Gave copy to Terri Porter
10/24/13

Purchase Requisition # _____

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

| | |
|-----------|--|
| Name: | <u>Bay Area Community Resources</u> |
| Address: | <u>171 Carlos Drive</u> <u>San Rafael, CA 94903</u> |
| Phone: | <u>415-755-2321</u> |
| Fax: | <u>415-755-2221</u> |
| Tax ID #: | <u>94-2346815</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 # _____

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] 9/24/13
Budget Administrator Date

By: Martin Weinsten 8/26/13
Date

Title: Director of Development

Title: _____ CEO

Authorized by: [Signature] 9/24/13
Assistant or Associate Superintendent Date

Approved: [Signature] 9/26/13
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] 9/24/13
Administrator's Signature Date

OK

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


Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

Purchase Requisition # _____

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Services of Contractor arranged by



Signature

Mt. Diablo CARES After School Program

Department / School

BACR District

Program employment

| | | |
|---|------------|----------|
| Recruiting and selecting Leased Employees for hire | <u> X </u> | <u> </u> |
| Screening Leased Employees (as defined below), including, without limitation, performing criminal background checks | <u> X </u> | <u> </u> |
| Supervising and training Leased Employees in Program activities | <u> X </u> | <u> </u> |
| Maintaining Leased Employees' personnel records | <u> X </u> | <u> </u> |
| Payroll administration for Leased Employees | <u> X </u> | <u> </u> |

BACR District

Program students and activities

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

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

THIS AGREEMENT, entered this first day of July, 2013, by and between the **Mt. Diablo Unified School District**, herein called the "**DISTRICT**" and **Bay Area Community Resources**, herein called the "**BACR**."

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

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

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

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

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

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

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

I. SCOPE OF SERVICE:

The BACR, in a manner satisfactory to the DISTRICT, shall provide afterschool programs during FY 2013-14, in accordance with the Scope of Service submitted to the DISTRICT, and adopted herein as Exhibit "A" to this Agreement. The BACR further agrees that, should it fail to maintain the services proposed for the time specified by this Agreement, it shall reimburse the DISTRICT for all funds advanced pursuant to this Agreement.

Program Delivery

A. Activities

1. BACR shall implement an afterschool program at eleven schools for fiscal year 2013-2014. Activities include enrichment classes, tutoring, youth development, nutrition, life skills, sports, and mentoring programs.
2. Program components and service levels are set forth in Exhibit "A."

B. Staffing

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

C. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the BACR shall start on the 1st day of July 2013 and end on the 30th day of June 2014.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the DISTRICT under this Agreement shall not exceed \$1,844,822 in Exhibit "A." Drawdowns for the payment of eligible expenses shall be made in accordance with performance. BACR shall be paid monthly upon its submission of an itemized invoice.
- B. Each month, as part of its progress report, BACR shall submit to DISTRICT supporting financial information, which clearly documents the eligible expenses for which reimbursement is sought. Eligible expenses for which reimbursement shall be made shall be based upon Scope of Services set forth in Exhibit "A." The report is due within fifteen (15) days of the last day of the following month.

IV. NOTICES

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

DISTRICT:

Stephanie Roberts, Director of Development
Mt. Diablo Unified School District
1266 San Carlos Ave., A-6
Concord, CA 94519
(925) 691-0351

BACR:

Marty Weinstein
Executive Director of BACR
171 Carlos Drive
San Rafael, CA 94903
www.bacr.org
(415) 444-5580

V. GENERAL CONDITIONS:

A. General Compliance

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

B. Independent Contractor

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

C. Indemnification:

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

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

D. Workers' Compensation

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

E. Insurance

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

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

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

F. DISTRICT Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

VI. ADMINISTRATIVE REQUIREMENTS:

A. Financial Management

1. Accounting Standards

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

incurred by BACR.

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Close-Outs

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

4. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Budgets

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

2. Indirect Costs

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

3. Payment Procedures

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

VII. PERSONNEL & PARTICIPANT CONDITIONS:

A. Conflict of Interest

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

B. Fingerprinting

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

C. Civil Rights

1. Compliance

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

2. Nondiscrimination

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


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

3. Access to Records

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

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

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

By: 
~~John Bernard~~
Interim Superintendent

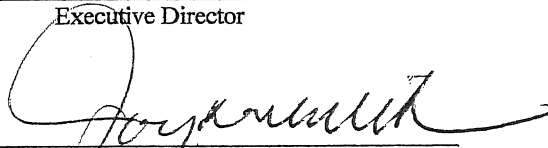
Date

Bay Area Community Resources, agency

By: _____
Marty Weinstein
Executive Director

Date

APPROVED AS TO FORM:

Executive Director


Counsel for
Mt. Diablo Unified School District

Exhibit "A"

Bay Area Community Resources (BACR)

BACR CARES staff will hire a Program Supervisor for developing and supervising the Mt. Diablo CARES After School Programs in Concord. The ten school sites include; Bel Air, Delta View, El Monte, Fair Oaks, Rio Vista, Shore Acres, Sun Terrace, Wren Avenue Elementary, Riverview Middle and Ygnacio Valley High Schools.

BACR will hire Recreation Specialist and Recreation Coordinators at each of the ten sites listed above. BACR will hire a Staff Development Coordinator to work with the fifteen CARES After School Programs for the school-year program 2013-14. BACR will hire 2 Garden Educators and garden and staff to work at the Riverview Garden and the El Monte Garden.

Program Description

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

Services.

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

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

background checks

Supervising and training Leased Employees in Program activities X

Maintaining Leased Employees' personnel records X

Payroll administration for Leased Employees X

BACR District

Program students and activities

Conducting Program announcements and promotions X

Maintaining files and records of Program students X

Setting Program curriculum X

Disciplining Program students X X

Selecting, hiring, and supervising Independent contractor(s) X X

Overseeing accounting/bookkeeping for Program X X

Providing non-transportation equipment and supplies for use in the Program X X

Providing facilities for the Program X

Providing transportation (buses, etc.) for the Program X

Ensuring Program compliance with local, state, and federal law (including, without limitation, the Americans with Disabilities Act) X X

Compiling grant reports for Program funders X

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

ASP BUDGET 2013-14
5/13/2013

This is not a confirm fiscal budget; only an average estimate.

School: Bel Air Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | Total Salary | 22% Benes | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 8 | 9.35 | 4 | 30 | \$8,976.00 | \$1,974.72 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$14,212.00 | \$3,126.64 | 17,338.64 |
| School Year | | | | | | |
| 8 | 9.35 | 38 | 22 | \$62,532.80 | \$13,757.22 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$102,312.80 | \$22,508.82 | \$124,821.62 |

School: Delta View Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | Total Salary | 22% Benes | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 9 | 9.35 | 4 | 30 | \$10,098.00 | \$2,221.56 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$15,334.00 | \$3,373.48 | \$18,707.48 |
| School Year | | | | | | |
| 12 | 9.35 | 38 | 22 | \$93,799.20 | \$20,635.82 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$133,579.20 | \$29,387.42 | \$162,966.62 |

School: El Monte Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | Total Salary | 22% Benes | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 9 | 9.35 | 4 | 30 | \$10,098.00 | \$2,221.56 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$15,334.00 | \$3,373.48 | \$18,707.48 |
| School Year | | | | | | |
| 9 | 9.35 | 38 | 22 | \$70,349.40 | \$15,476.87 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$110,129.40 | \$24,228.47 | 134,357.87 |

School: Fair Oaks Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | Total Salary | 22% Benes | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 7 | 9.35 | 4 | 30 | \$7,854.00 | \$1,727.88 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$13,090.00 | \$2,879.80 | \$15,969.80 |
| School Year | | | | | | |
| 7 | 9.35 | 38 | 22 | \$54,716.20 | \$12,037.56 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$94,496.20 | \$20,789.16 | \$115,285.36 |

School- Rio Vista Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 8 | 9.35 | 4 | 30 | \$8,976.00 | \$1,974.72 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$14,212.00 | \$3,126.64 | \$17,338.64 |
| School Year | | | | | | |
| 8 | 9.35 | 38 | 22 | \$62,532.80 | \$13,757.22 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$102,312.80 | \$22,508.82 | \$124,821.62 |

School-Shore Acres Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 9 | 9.35 | 4 | 30 | \$10,098.00 | \$2,221.56 | |
| 2 | 16.75 | 4.4 | 35 | \$5,159.00 | \$1,134.98 | |
| | | | Total | \$15,257.00 | \$3,356.54 | \$18,613.54 |
| School Year | | | | | | |
| 9 | 9.35 | 38 | 22 | \$70,349.40 | \$15,476.87 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$110,129.40 | \$24,228.47 | \$134,357.87 |

School- Sun Terrace Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 9 | 9.35 | 4 | 30 | \$10,098.00 | \$2,221.56 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$15,334.00 | \$3,373.48 | \$18,707.48 |
| School Year | | | | | | |
| 9 | 9.35 | 38 | 22 | \$70,349.40 | \$15,476.87 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$110,129.40 | \$24,228.47 | \$134,357.87 |

School- Wren Elementary

| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
|--------------------|----------|---------|--------------|--------------|-------------|----------------------|
| Summer | | | | | | |
| 8 | 9.35 | 4 | 30 | \$8,976.00 | \$1,974.72 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$14,212.00 | \$3,126.64 | \$17,338.64 |
| School Year | | | | | | |
| 8 | 9.35 | 38 | 22 | \$62,532.80 | \$13,757.22 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$102,312.80 | \$22,508.82 | \$124,821.62 |

School-Riverview Middle

| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
|--------------------|----------|---------|--------------|-------------|-------------|----------------------|
| Summer | | | | | | |
| 7 | 9.35 | 4 | 30 | \$7,854.00 | \$1,727.88 | |
| 2 | 17 | 4.4 | 35 | \$5,236.00 | \$1,151.92 | |
| | | | Total | \$13,090.00 | \$2,879.80 | 15,969.80 |
| School Year | | | | | | |
| 7 | 9.35 | 38 | 22 | \$54,716.20 | \$12,037.56 | |
| 2 | 17 | 39 | 30 | \$39,780.00 | \$8,751.60 | |
| | | | Total | \$94,496.20 | \$20,789.16 | \$115,285.36 |

| School- Ygnacio Valley High School | | | | | | |
|---|----------|----------------------|----------|--------------|-------------|----------------------|
| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
| Summer | | | | | | |
| 1 | 20 | 6 | 30 | \$3,600.00 | \$792.00 | |
| 1 | 18.09 | 6 | 30 | \$3,256.20 | \$716.36 | |
| | | Total | | \$6,856.20 | \$1,508.36 | \$8,364.56 |
| School Year | | | | | | |
| 2 | 12.78 | 38 | 22 | \$21,368.16 | \$4,701.00 | |
| 2 | 8 | 36 | 8 | \$4,608.00 | \$1,013.76 | |
| 2 | 20 | 38 | 30 | \$45,600.00 | \$10,032.00 | |
| | | Total | | \$71,576.16 | \$15,746.76 | \$87,322.92 |
| Garden Educators | | | | | | |
| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
| 1 | 27.6 | 48 | 40 | \$52,992.00 | \$11,658.24 | |
| 1 | 18 | 44 | 40 | \$31,680.00 | \$6,969.60 | |
| 2 | 9.64 | 38 | 20 | \$14,652.80 | \$3,223.62 | |
| 5 | 8 | 36 | 12 | \$17,280.00 | \$3,801.60 | |
| | | medical Total | | \$116,604.80 | \$25,653.06 | \$142,257.86 |
| BACR Program Manager/ Cadre Leader | | | | | | |
| # Staff | Pay Rate | # Weeks | Hrs/Week | | | Total Salary + Benes |
| School Year | | | | | | |
| 1 | 25 | 44 | 40 | \$44,000.00 | \$9,680.00 | |
| | | medical Total | | \$44,000.00 | \$9,680.00 | 53,680.00 |
| Summer | | | | | | |
| 1 | 25 | 4 | 40 | \$4,000.00 | \$880.00 | |
| | | Total | | \$4,000.00 | \$880.00 | \$4,880.00 |
| BACR Program Manager/ Cadre Leader | | | | | | |
| # Staff | Pay Rate | # Weeks | Hrs/Week | | 22% Benes | Total Salary + Benes |
| Summer | | | | | | |
| 1 | 31.25 | 4 | 40 | \$5,000.00 | 1062.34 | |
| | | Total | | \$5,000.00 | 1062.34 | \$6,062.34 |
| School Year | | | | | | |
| 1 | 31.25 | 44 | 40 | \$55,000.00 | 12100.00 | |
| | | medical Total | | \$55,000.00 | 12,100.00 | \$67,100.00 |

\$306,424.62 \$1,699,434.98

| | | | |
|-------------------------------------|----------------|---|---|
| Total Payroll Cost | \$1,393,010.36 | | |
| Benefits | \$306,462.28 | Total payroll | S+B \$1,699,472.64 |
| Program Contract/Supplies/ Material | 57,500.00 | Bridging the Bay. A4A Training & Teen Garden Stipends | |
| Total Program Cost | 1,756,972.64 | | |
| Admin Charge 5% | 87,848.63 | | |
| Total Cost Grant | 1,844,821.27 | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2013

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 International ProInsurance Associates 504 Redwood Blvd Suite 240 Novato CA 94947 | | CONTACT NAME: Ivoree Heard PHONE (A/C No. Ext): (415) 223-5500 FAX (A/C. No.): (415) 382-0676 E-MAIL ADDRESS: ivoree.heard@proinsurance.com | |
| INSURED Bay Area Educational Institute DBA: Bay Hill High School 521 Boden Way Oakland CA 94610 | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Hartford Ins Co. of Midwest INSURER C: INSURER D: INSURER E: INSURER F: | |

RECEIVED
JUN 07 2013

Budget & Fiscal Services

COVERAGES **CERTIFICATE NUMBER:** CL136508444 **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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | PHPK1017454 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| A | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> | PHUB420135 | 6/1/2013 | 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE | PHUB420135 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | 57WECQ7648 | 4/1/2013 | 4/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | PHSD850193 | 6/1/2013 | 6/1/2014 | Per Occurrence/Aggregate \$1,000,000 |
| | Employee Dishonesty/Crime | | PHSD850193 | 6/1/2013 | 6/1/2014 | Per Occurrence \$15,000 |

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 Liability as required by written contract only as pertains to Insured's operations.

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

POLICY NUMBER: PHPK1017454

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| Mt Diablo Unified School District |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Review Agenda Item

Welcome to the Mount Diablo Unified School District

AGENDA ITEM REVIEW

8.13 (Item #14) Approve independent service contract between

< Previous < View Agenda > Next Item >

Meeting Date: 6/3/2013 - 7:30 PM

Category: Consent Agenda

Type: Action

Subject: 8.13 (Item #14) Approve Independent service contract between Mt. Diablo CARES After School Program and Bay Area Community Resources (BACR)

Policy:

Enclosure: BACR Contract
BACR Independent Services Contract
BACR After School Budget

File Attachment: BACR After School contract 2013-14.rev.pdf
BACR Independent Service Contract 2013-14.pdf
BACR Contract Budget 2013-14.pdf

Summary: Staff requests authorization to enter into a renewal contract with Bay Area Community Resources (BACR) to hire recreation staff to supervise ten Mt. Diablo CARES After School Programs: Bel Air Elementary, Delta View Elementary, El Monte Elementary, Fair Oaks Elementary, Rio Vista Elementary, Shore Acres Elementary, Sun Terrace Elementary, Wren Ave Elementary, Riverview Middle, and Ygnacio Valley High School. Mt. Diablo CARES and Bay Area Community Resources (BACR) have been collaborative partners since 2007. This collaboration ensures consistent programs, staffing, supervision, and evaluation across all schools served by the Mt. Diablo CARES After School Program. CARES works with recreation providers to ensure high quality programming, integration of academic, enrichment, nutrition, and physical education opportunities as well as student safety.

Funding: Funding is provided by the California Department of Education's After School Education and Safety (ASES) grant and the U.S. Department of Education's 21st Century Community Learning Centers (21st CCLC) grant.

Fiscal Impact : The contract is for \$1,844,822. There is no unrestricted general fund contribution requirement. Program code 3871,3155,3156.

Recommendation: Approve contract as presented.

Recommended By:

Signed By: *Signature*
Gretchen Jacobs - Administrator

Signed By: *Signature*
Stephanie Roberts - Director of Development

Approvals: **Signed By:** *Signature*
Rose Lock - Assistant Superintendent of Student Achievement and School Support

Signed By: *Signature*
Bryan Richards - Chief Financial Officer

Signed By: *Signature*
Deborah Cooksey - Associate General Counsel

Signed By: *Signature*
John Bernard - Interim Superintendent

Original Motion
Vote Results: Member (Linda Mayo) Moved, Member (Lynne Dennler) seconded to approve the Original motion 'Approve Consent Agenda.'. Upon a Roll-Call Vote being taken, the vote was: Aye: 5
Nay: 0.
The motion **CARRIED 5 - 0**