

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 June, 2015, 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 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 \$ 13,000.00 for Services 000 - 3070 - 38 - 5800 \$ 13,000.00

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 June 22, 2015. 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, Inc. (RDA)
Attn: 230 4th Street
Address: Oakland, CA 94607
Phone: 510-488-4345
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

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

Resource Development Associates, Inc. (RDA)
Name of Company/Organization or Independent Contractor/Consultant

By: *Lorie O'Brien* June 8, 2015
Signature of Principal/Budget Administrator Date

By: *[Signature]* 6/5/15
Signature of Contractor/Consultant Date

Title: Lorie O'Brien, Director of Accountability & School Support
Print Name and Title

Title: PATRICIA MARRONE BENNETT, PhD CEO
Print Name and Title

Authorized and Approved by:

[Signature] 6/8/15
Superintendent or Designee Date

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

Lorie O'Brien June 8, 2015
Originator's Signature Date

Dent Center/School Support Dept.
Site/Department Originating this Contract

Lorie O'Brien, Director of Accountability & School Support
Print Name of Originator and Title

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

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

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**

To revise and administer the Title I Parent/Family Involvement Survey for the following 20 Title I schools:

Bel Air Elementary
Cambridge Elementary
El Monte Elementary
Fair Oaks Elementary
Meadow Homes Elementary
Rio Vista Elementary
Shore Acres Elementary
Sun Terrace Elementary
Sunrise Elementary
Wren Avenue Elementary
Ygnacio Valley Elementary

El Dorado Middle
Oak Grove Middle
Riverview Middle

Mt. Diablo High
Olympic High
Ygnacio Valley High
Gateway Necessary Small High School
Crossroads Necessary Small High School
Diablo Community Day

(See attached Project Description/Cost Proposal)

EXHIBIT B

Contractor REQUIRED to Complete

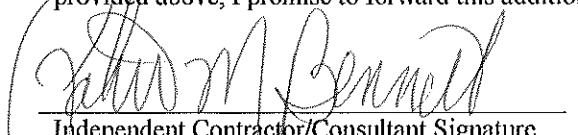
CRIMINAL BACKGROUND CHECK CERTIFICATION

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

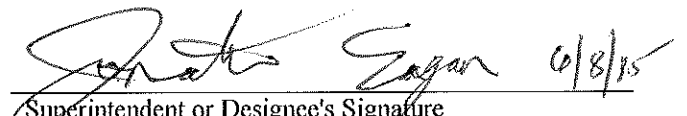
Name of Independent Consultant/Contractor:	Resource Development Associates (RDA)	
Services to be performed under the Agreement:	See Exhibit A	
Schools/Locations where services will be performed:	Title I Schools (see Exhibit A)	
Total amount to be paid by the District under this Agreement:	\$ 13,000.00	
Term of Agreement:	June 2015 through Novemeber 2015	
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

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



 Independent Contractor/Consultant Signature
 PATRICIA MALONE BENNETT, PhD 06/05/15
 Print Name Date
 Independent Contractor/Consultant

 6/8/15

 Superintendent or Designee's Signature
 JONATHAN EAGAN
 EXECUTIVE DIRECTOR INSTR. SUPPORT
 Print Name Date
 Superintendent or Designee's Signature 6/8/15



Project Description

RDA will work with MDUSD staff to revise and administer a survey to parents at the 20 Title I schools to solicit feedback on opportunities for parental involvement. This survey will leverage the tool and learnings from the 2011-12, 2012-13, and 2013-14 parent surveys. This survey will be administered online in English and Spanish, with opportunities for parents to participate remotely or from MDUSD computer labs; we will also offer paper-based surveys as needed. RDA will analyze survey results both in the context of the current year and in comparison with the previous year's survey, and will compile a report summarizing the results.

Project Timeline

June 1, 2015:	<i>Contract to Board for approval</i>
September 21, 2015:	<i>RDA initiates work to revise and launch the survey(s), including promotional flyers</i>
September 28, 2015:	<i>RDA conducts one best practices in survey assistance training for Parent Liaisons</i>
October 5-30, 2015:	<i>Administer survey</i>
November 2-20 2015:	<i>Analyze survey data and draft report</i>
November 9-20, 2015:	<i>Analyze survey data by site and draft site reports</i>
TBD:	<i>Meet with principals and School Support to present survey results</i>
TBD:	<i>Deliver Final Report(s)</i>

Cost Proposal

RDA invoices on a monthly basis for actual hours worked according to the following hourly rates: Senior Project Manager at \$150, Program Associate at \$125, and Research Associate at \$100. Payment is due upon receipt of invoice. Total costs for all items under project description will not exceed **\$13,000**.

MDUSD Title I Parent Survey

Deliverable	Sept		Oct				Nov			Sr. Project Mgr (\$150/hr)	Program Assoc (\$125/hr)	Program Associate (\$100/hr)	Total Hours	Total Cost
	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16					
Tool Revision (English and Spanish) <i>includes new survey links and promotional flyers</i>	■	■								2	4	2	8	\$1,000
Parent Liaison Best Practices Training <i>includes 1-hr travel and 1-hr training</i>		■								1	3	3	7	\$825
Survey Deployment (English and Spanish) <i>includes technical assistance</i>			■	■	■	■				2	5	4	11	\$1,325
Data Analysis							■	■		3	28	8	39	\$4,750
Report Development and Presentation							■	■		6	24	12	42	\$5,100
Grand total										14	64	29	107	\$13,000
Optional Services														
Develop Individual Site Reports (per report)*							■	■			2	4	6	\$650

*MDUSD has previously opted for this service for each site that obtained at least a 10% response rate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2015

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 BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Julia Alexander PHONE (A/C, No, Ext): (510) 523-3435 FAX (A/C, No): (510) 523-1632 E-MAIL ADDRESS: juliaa@bayrisk.com														
INSURED RESOURCE DEVELOPMENT ASSOCIATE PATRICIA MARRONE PATRICIA M. BENNETT AND ROBERT W. BENNETT 230 4th St OAKLAND CA 94607	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Co.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B: State Compensation Ins. Fund</td> <td style="text-align: center;">35076</td> </tr> <tr> <td>INSURER C: Beazley Insurance Co., Inc.</td> <td style="text-align: center;">37540</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Co.	11000	INSURER B: State Compensation Ins. Fund	35076	INSURER C: Beazley Insurance Co., Inc.	37540	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 14/15 GL, Aut, WC 15/16 E&O **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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	578BAVA5308	10/29/2014	10/29/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Non-owned \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		578BAVA5308	10/29/2014	10/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	1331103-14	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		V13940150301 Deductible Each Claim	4/30/2015 \$25,000	4/30/2016	Each Claim 2,000,000 Aggregate for the Policy Period 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured as respects to services rendered by the named insured as respects to general liability subject to the policy terms, conditions and exclusions and per attached form SS 00 08 04 05. Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District 1936 Carlotta Dr. Concord, CA '94519	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 Julia Alexander/ALDEN <i>Julia A. Alexander</i>
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RESOURCE DEVELOPMENT ASSOCIATES
230 4th STREET | OAKLAND, CA 94607
(510) 488-4345 | FAX (510) 444-1434
www.resourcedevelopment.net

June 11, 2015

Cindy Barnett
MDUSD/Wing C
1936 Carlotta Drive
Concord, CA 94519

Re: Waive Auto Insurance

Dear Ms. Barnett,

Resource Development Associates will not provide proof of Automobile Liability Insurance in addition to the coverage for hired autos and non-owned autos provided by Sentinel Insurance policy number 57SBAVA5308.

The scope of work to be performed by Resource Development Associated for the Title I Parent Engagement Survey 2015 project is such that no personal vehicles will be used. Due to the fact that no one will be using a personal vehicle to perform the work required of this project it is not necessary to provide proof of insurance covering the use of a private vehicle and no such proof will be provided.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia M. Bennett', is written over a horizontal line. The signature is fluid and cursive.

Patricia Marrone Bennett, Ph.D.
Resource Development Associates