

Mt. Diablo Unified School District

Independent Contract Agreement

Jack Schreder & Associates

For

Professional Services – Update to Enrollment
Projection/Demographic Analysis/Boundary
Study for Northeast Area of MDUSD

Dated

October 8, 2012

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 8th day of October, 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and Jack Schreder and Associates. (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:

\$ 21,895.00 total fee for Services (NOT TO EXCEED)

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

- a. \$ \$145.00 per hour (see Exhibit A),
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 be paid upon completion of services after obtaining originator's signature at the bottom of this contract, indicating that 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 October 8, 2012. 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:

DISTRICT

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

CONTRACTOR

Name: Mr. Jack Schreder
Address: Jack Schreder & Associates
2230 K Street
Sacramento, CA 95816
Phone: (916) 441-0986
Fax: _____
Tax ID #: 68-0119963

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Budget Administrator Date

By: _____
Date

Title: _____

Title: _____

Authorized by: _____
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.

Administrator's Signature

Date

Upon completion of Services, sign below and forward original contract to Fiscal Services for payment.

Originator's Signature

Date

Phone

550.7606.58.6240 - \$21,895.00 (NTE)

Budget Code

Distribution

original: Fiscal Services for payment

copy: Contractor

copy: Originator/Budget Administrator

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

1. Per proposal (Exhibit A.1), Contractor shall provide a comprehensive update to enrollment projection/demographic analysis/boundary study for the northeast area of MDUSD. Update shall include the following components:
1. Update of Specific Geographic Information System (GIS)/Northeast Area
 2. Analysis of Land Use and Development
 3. Update of Resident Projections
 4. Development of Preliminary Boundary Realignment Scenarios

Services of Contractor arranged by

Signature

2010 Measure C

Department / School

Exhibit A.1
Proposal to Prepare Update to
Enrollment Projection/Demographic Analysis/Boundary Study
for
Northeast Area of MDUSD

Prepared by:
Jack Schreder & Associates
2230 K Street
Sacramento, CA 95816
916-441-0986

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SCOPE OF SERVICES

The Mt. Diablo Unified School District previously enlisted Jack Schreder & Associates to prepare a Demographic Analysis of the Northeast Area in order to assist the District in the development of a facility master plan for that area of the district. In order to address changing demographics, including age based demographic shifts, economic factors, migration into or out of the community by various populations, birth rates, and numerous other demographic factors the District should consider preparing an update of the information from the previous report.

This updated report will assist the MDUSD as they finalize their master plan for facilities and make decisions regarding future facility use in the Northeast Area. The updated study will analyze the district's current student population, projected future population, community, and impacts of development/planning decisions. The following components outline the consultant's work for the enrollment projection and boundary analysis update within the Northeast Area of the MDUSD.

Component A: Update of District Specific Geographic Information System (GIS)/Northeast Area

Component A includes the update of the District specific GIS in order to spatially analyze the northeast area of the District. Specific information will include:

- Preparation of reports and maps for the 2012-13 school years in order to demonstrate the compilation of student population in the northeast area by grade level, ethnicity, socio-economics, and enrollment in special programs for each elementary boundary.
- Preparation of reports and maps demonstrating inter-district and intra-district transfer students, e.g. school of attendance vs. school of residence.

Component B: Land Use and Development/Northeast Area

Component B will identify current and anticipated land use plans and policies, and their potential effects on the District schools in the Northeast Area. Land use and development will be analyzed to evaluate the future impact of anticipated local housing trends. Specific steps in this component will include:

- Update of the land use database of all planned development over the next ten years, including tract numbers, number of units, expected build-out and a timetable demonstrating student generation rates and total number of projected students for each development at specific grade levels by attendance boundary;
- Dynamic linking of all residential development information to GIS map in order to analyze impact by attendance boundary.
- Preparation of maps and reports to demonstrate findings.

Component C: Updated Resident Projections

Component C will provide updated resident projections based on historic and anticipated development, birth trends, and student migration; however the historical years of student data utilized will use the location of where students reside, as opposed to enrollments by school. These projections are meant to assist the District in making decisions such as where future school facilities should be located, boundary changes, and school consolidation.

Component D: Development of Preliminary Boundary Realignment Scenarios

Based on historical information researched by JSA, current information provided by District staff, the information analyzed in Components A-C, and information gathered during the facility analysis by Nacht and Lewis, develop Preliminary Boundary Recommendations, including:

- Subdivision of existing school boundaries into smaller planning areas to facilitate the boundary realignment process;
- Network analysis of student safety and safe walking routes to school;
- Analysis of student continuity;
- Preparation of boundary realignment scenario(s);
- Preparation of reports and maps demonstrating affect of proposed attendance boundary realignment on current and future student residents and enrollments, including 10-year resident and enrollment projections;
- Preparation of reports and maps demonstrating affect of proposed attendance boundary realignment on current and projected residents and enrollments vs. current and projected facility capacities;
- Preparation of full color maps demonstrating current attendance boundaries and proposed attendance boundary realignment;
- Preparation of reports and maps demonstrating the measure of proposed attendance boundary realignment against board adopted criteria.

Component E: Recommendations and Options

Component E will identify potential options for the District based on information gathered and summarized in components A-D. Specific steps in this component will include:

- Based on the research and findings in Components A-E, the consultant will prepare recommendations and options to maximize facility use for ten years based on analysis of all components, including but not limited to:
 - Boundary realignment to balance enrollments.
 - Expansion of sites.
 - Location of new sites.
 - Alternative uses of current sites.
 - Grade reconfiguration.
- A timeline for implementation of each option will be provided.
- These scenarios may be updated by the consultant in future years at the District's request for an additional hourly charge.
- Preparation of final written report including all components.
- Presentation of findings and recommendations to Board of Education and District staff.

Component F: Facility Funding Analysis/State School Facility Program Update

The consultant will:

- Identify and analyze all potential funding sources (local bonds, developer fees, State funding (all programs), (Federal funding) in order to maximize funding for implementation of the Northeast Area Plan.
- Review previous State funding applications to determine remaining eligibility and/or new eligibility in all programs. Analyze new funding sources as required in order to obtain matching funds for various projects.

Component G: Presentation/Communication of Findings and Recommendations

Component G will consist of presenting the Northeast Area Findings and Preliminary Facility Recommendation(s) to stakeholder groups, district staff, and a representative(s) of the Board of Trustees.

Consulting Fees

The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis. Components A-G will be billed at \$145 per hour (\$21,895) for services outlined in this Proposal **not to exceed** 151 hours without prior written approval from the District.

Two meetings are included in the components. Meetings over and above the two meetings included will be billed separately at \$145 per hour, including travel time.

Component	Description	Hours
A	Update of District Specific Geographic Information System (GIS)	30
B	Land Use and Development	10
C	Resident Projections	20
D	Development of Boundary Realignment Scenarios	30
E	Recommendations and Options	20
F	Facility Funding Analysis	5
G	Presentation/Communication of Findings and Recommendations	12
	Two meetings	24
Total		151

Additional Considerations

The Consultant shall be reimbursed as follows:

1. Necessary visitations to the District by the consultant not included in this proposal will be reimbursed on an actual and necessary and **with written agreement of the District and Consultant.**
2. Work done at the request of the District after the completion of Components A through G shall be billed at \$145 per hour.
3. Mileage shall be reimbursed for all meetings at \$.50 per mile.
4. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
5. Telephone and any express mail expenses will be documented and reimbursed to the Consultant.

Demographic Methodologies

- Geographical Information System, ESRI ArcMap, for spatial analysis of all collected demographic data, preparation of maps, reports, including district data, planning agency (City and County data), and other specific land use data pertinent to the District's long range plan.
- Cohort survival district specific methodology for enrollment projection, including birth and fertility rates, historical enrollments.
- A real estate database accessed to acquire assessor's data for information on residential units by type, by year constructed, by square footage for purposes of student generation and enrollment analysis.
- Acquisition of public and private agency demographic data specific to Mt. Diablo Unified School District.

Relationship to Outside Governmental Agencies

Jack Schreder & Associates, as part of ongoing work with school districts over the past 25 years, works with a variety of public agencies:

- City and County planning agencies:
 - Research potential school district issues while development and redevelopment projects are in the planning phases; meet with planners to discuss potential impact of project;
 - Review planning documents to determine land use and zoning changes which might affect school district facilities and, therefore, enrollments.
- Work with California Department of Education for new school site approvals, school closure and use of closed sites, and approval of plans for facility projects.
- Work with Office of Public School Construction to determine eligibility at all school sites and submit funding applications to assist in offsetting the district's cost to construct and/or reconstruct facilities.
- LAFCO, Redevelopment Agencies, DSA.

Qualifications of Consultant and References

Jack Schreder & Associates is an established and recognized educational consulting firm with a proven record in the successful completion of demographic studies, long range master plans, boundary studies, and developer fee studies. For the past twenty-five years, JSA has worked with districts throughout California to obtain construction and modernization funds through State agencies, mitigate the impact of residential development, and implement local independent (bond) funding programs. The districts with whom we are currently working represent a wide cross section of California school districts. Within the past several years we have successfully completed over 425 demographic studies, facility master plans, enrollment and redistricting studies, and developer fee studies and obtained over \$2 billion in School Facility Funding State monies for JSA districts.

Jack Schreder & Associates' demographic analyses provide districts with a comprehensive understanding of their community and student population for planning for current and future facilities. JSA methodology includes the involvement of staff, parents, students, local planning agencies, and community members regarding district facilities. Districts are dynamic and, as demographic changes occur both in the district and community, facility use and needs also change.

JSA has over 40 years experience in facility planning and capital facilities funding for school districts. Our past experience has resulted in our firm's ability to adhere to timelines and organize projects so that client's needs are met and the project completed in time and within budget. Our firm works with small, medium and large districts.

Ross Valley School District

110 Shaw Dr.

San Anselmo, CA 94960

Demographic Analysis/Redistricting Study 2010-11

- Prepare Demographic Analysis as a basis for grade level reconfiguration and boundary realignment.
- Assist in developing Boundary Realignment Criteria.
- Work with District staff and District Facility Committee to develop and edit attendance boundary scenarios.
- Prepare resident projections for current boundaries and scenario boundaries.
- Presentations of findings to community and Board of Education.
- Assist in developing Implementation Plan for phasing in of new boundaries.

Demographic Analysis/Facility Master Plan 2008-Present

- Original study completed in 2008-09.
- Update completed in 2010-11 with updated funding and facility information.
- Work ongoing.

School Facility Program

- Prepare Modernization and New Construction funding eligibility.

Contact: Eileen Rohan, Superintendent. Phone: 415-454-2162

Bret Joyner, Director of Maintenance and Operations. Phone: 415-451-4067

See <http://www.rossvalleyschools.org/vnews/display.v/ART/4d41a98438b23> for work completed.

Mt. Diablo Unified School District

1936 Carlotta Dr.
Concord, CA 94519

Boundary Realignment Study and Demographic Analysis 2010-2011

- Prepare Demographic Analysis as a basis for school closure and boundary realignment.
- Work with District staff and District Facility Committee to develop and edit attendance school closure and boundary scenarios.
- Prepare resident projections for current boundaries and scenario boundaries.
- Presentations of findings to community and Board of Education, resulting in school closures and boundary realignment.
- Work ongoing (currently realigning elementary school and middle school boundaries).

Demographic Analysis/Enrollment Projection for Northeast Area 2007-2009

- District requested an in-depth analysis of the northeast area due to increased growth and the potential need for an elementary school.

School Facility Program

- Prepare Modernization and New Construction funding eligibility.

Contact: Bryan Richards, CBO. 925-682-8000 x4009

See School Closure Website: <http://www.mdusd.org/Community/Pages/scac.aspx> for work completed.

Napa Valley Unified School District

1616 Lincoln Avenue
Napa, CA 94558

Demographic Study/Facility Master Plan 2006-Present

- Prepare Demographic Analysis and Facility Master Plan to assist District in maximizing use of facilities and prepare for Bond Election in Fall 2006.
- Attend and facilitate meetings for five months with Board appointed 7-11 committee.
- Successful bond election provided district with funds to complete facility projects identified in master plan process.
- Updates annually, completed in 2007, 2008, 2009, and 2010 with updated funding and facility information.
- Work ongoing.

School Closure Analysis/Surplus Site Analysis

- Provide projections and data and meet with facility committee to assist District in school closure analysis, resulting in the closure of three elementary schools.
- Prepare surplus site analysis and provide recommendations on future use of closed sites.

Boundary Realignment Study 2009

- Develop boundaries for American Canyon High School. Prepare resident projections for new boundaries.

School Facility Program

- Prepare Modernization and New Construction funding eligibility.

Contact: Patrick Sweeney, Superintendent. Phone: 707-253-3511
Don Evans Director of Facilities. Phone: 707-253-6281

Martinez Unified School District

921 Susana St.
Martinez, CA 94553

Demographic Analysis/Facility Master Plan 2009-2010

- Prepare Demographic Analysis/Long Range Master Plan in conjunction with District staff and facility committee in preparation of school bond election (Nov. 2010-successful).

Career Technical Education Master Plan 2010-11

- Currently assisting District in writing Career Technical Education Master Plan.
- Updating all demographic and facility information to update master plan sections.
- Work ongoing.

Contact: Rami Muth, Superintendent. Phone: 925-335-5909

St. Helena Unified School District

465 Main St.
St. Helena, CA 94574

Demographic Analysis/Facility Master Plan 2008-09

- Prepare Demographic Analysis/Long Range Master Plan.
- Bi-monthly meetings with District Facility Committee to provide input and obtain feedback.
- Community meetings at all sites to prioritize facility projects. Numerous community presentations at sites.
- Community forums at all school sites to obtain feedback on facility options as chosen by District Facility Committee.
- Successful bond election-November 2010.

School Facility Program

- Obtain Career Technical Education funding and Joint Use funding through State program grants.
- Analysis of modernization and new construction funding.
- Work ongoing.

Contact: Bill McGuire, Superintendent. Phone: 707-967-2704

West Contra Costa Unified School District

1300 Potrero Avenue

Richmond, CA 94804

School Closure Analysis and Boundary Realignment Study (resulting in closure of four schools and attendance boundary realignment) 2008

- Prepared comprehensive demographic analysis.
- Worked with staff and redistricting committee to prepare school closure scenarios and attendance boundary realignment scenarios.
- Presented to Board of Education and community for decisions in closing schools and realigning boundaries. Numerous community meetings and site meetings.

Facility Master Plan/Boundary Realignment Study 2000-Present

- Ongoing work with District staff and numerous District appointed committees for the following: Facility Planning, School Consolidation, and Redistricting.
- Annual updates to Facility Master Plan.

School Facility Program

- Prepare eligibility applications and obtain new construction and modernization funding at all sites.
- Prepare Emergency Repair Program applications and obtain funding at eligible sites.
- Work ongoing.

Contact: Bill Fay, Associate Superintendent for Operations. Phone: 530-231-1105

William Savidge, District Engineering. Phone: 510-307-4544

Background of Assigned Personnel

Jack Schreder & Associates is currently has a staff of nine. The following individuals will be assigned to the NUSD project:

Jack Schreder, Ph. D, Principal

Dr. Schreder will be the principal/owner working on this project and is the primary contact regarding contract negotiations. His 30 years of experience in school facility planning provides the district with extensive knowledge of master planning as well as other aspects of capital school facilities.

Role for Project—Principal in Charge

Cheryl King, Associate

Ms. King will be the project manager for the study. Ms. King has prepared over 35 facility master plans for suburban, urban and rural districts of various sizes in California in the past 17 years. Ms. King obtained her BS in Education and her MS in Education. She also completed her coursework for her PhD. at Michigan State University. Her work experience includes teaching at the high school and college level, and grant writer/administrator for the Butte County Arts Commission. She works closely with school district staff as well as community committees, extensively analyzes district and community demographics and facilities in order to prepare a “map” to guide the district’s decisions over the next ten years.

Role for Project —Project Manager/Meeting Facilitator

Jamie Iseman, Associate

Mrs. Iseman will be the demographic/population specialist assigned to your project. Ms. Iseman obtained her Masters in Geography with an emphasis in GIS and Population Demographics from the University of South Carolina. Mrs. Iseman has twelve years of experience in assisting over 40 school districts with demographic and planning analyses, including meetings with district and community committees, preparation of reports and scenarios for student populations and sites, redistricting/consolidation of current schools to balance enrollments, and locational analysis of new school sites.

Role for Project —Demographic Analyst/Meeting Facilitator