

Purchase Requisition #

**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 12<sup>th</sup> day of April, by and between the Mt. Diablo Unified School District (hereinafter "District") and MUSICTRIP (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:

\$ 210,000 total fee for Services 824 - 0713 - 10 - 5800  
BUDGET CODE

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

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

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 4/12/13. 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,

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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 rules and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds, with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Music Trips, Lom. - Attn: Eric Spidell</u>
1936 Carlotta Drive	Address: <u>106 Via Buena Ventura</u>
Concord, CA 94519-1397	<u>Redondo Beach, CA 90277</u>
Attn: Superintendent	Phone: <u>800-747-2057</u>
	Tax I.D. # <u>310-375-5505</u>
	FAX <u>310-375-5505</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

04/22/2013 11:47 9256767892

COLLEGE PARK HS

PAGE 04/07

04/18/2013 23:43 3103795505  
04/12/2013 12:09 9256767892

MUSICTRIP  
COLLEGE PARK HS

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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: Paul J. [Signature] 4/12/13  
Budget Administrator Date  
Title: Principal

By: [Signature] 4/12/13  
Date  
Title: Owner - MUSICTRIP.COM

Authorized by: \_\_\_\_\_ Date  
Assistant or Associate Superintendent

Approved: \_\_\_\_\_ Date  
Assistant Superintendent of Personnel

**TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR**

It is my determination that this contractor is not required to comply with Ed. Code 345125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code 345125.1 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

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

[Signature]  
Original's Signature

Billing Address if reimbursed by outside agency - i.e. ASB, FTA, PFC

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

Distribution:	
original:	Fiscal Services for payment
copy:	Contractor
copy:	Original Budget Administrator

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

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*Attach Itinerary*

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Services of Contractor arranged by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department / School



April 18, 2013

Jorge Jimenez  
College Park High School Band  
201 Viking Drive  
Pleasant Hill, CA 94523

Dear Jorge:

This letter, when signed by both parties, will constitute a contract between MusicTrip.com and the College Park High School Band.

MusicTrip.com agrees to provide the following services on the dates of 5/30, 5/31, 6/01 and 6/02, 2013 at a cost of \$519.00 per student (price based on 40 students travelling) and \$519.00 per chaperone (price based on 6 chaperones travelling) with one complimentary trip for the director (single occupancy).

**SERVICES:**

- Round-trip luxury bus and all ground transportation (one 56-passenger coach)
- Three night's hotel (Embassy Suites, Santa Ana, CA)
- Students room six per suite, Chaperones are based on double occupancy.
- Three American breakfast buffets at the hotel (all you can eat)
- One dinner at Medieval Times Dinner & Tournament
- Los Angeles Philharmonic Concert - Mena Conducts Brahms
- One University Workshop
- One-day "Park Hopper" admission to Disneyland and Disney's California Adventure that includes a premium Soundtrack Session Recording Workshop
- Disney Performing Arts T-Shirt for each student participant

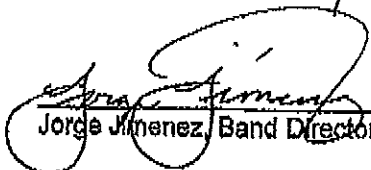
**MusicTrip.com requires PAYMENT IN FULL BY MAY 8<sup>TH</sup> 2013**

It is understood that students are fully responsible for their own behavior and no responsibility for the group is attributed to MUSICTRIP.COM who acts solely as an agent in arranging the tour.

Please make checks payable to MUSICTRIP.COM

Agreed to on this date: 4/19/13

Agreed to on this date: 4/18/13

  
Jorge Jimenez, Band Director

  
Eric Spidell, MUSICTRIP.COM

MUSICTRIP.COM PRESENTS

# COLLEGE PARK HIGH SCHOOL BAND

## SOUTHERN CALIFORNIA TOUR

**This trip includes:** Round trip luxury bus transportation (American Stage Tours). Three nights hotel (Embassy Suites, Santa Ana). Three American breakfast buffets at the hotel (all you can eat). Dinner at the Colburn School. One dinner at Medieval Times. Admission to a LA Phil Concert. University Band Workshop. One day park-hopper admission to Disneyland and Disney's California Adventure. One Soundtrack Session Workshop in Disneyland's Recording Studio. One Disney Performing Arts T-shirt for each student participant.

The price of this trip is **\$519.00 per student** (price based on 40 students traveling - on one luxury bus).

The price of this trip is **\$519.00 per chaperone** (price based on 6 chaperones traveling - double occupancy).

### HERE IS YOUR SCHEDULE:

	<b>Thursday</b> 5/30/13	<b>Friday</b> 5/31/13	<b>Saturday</b> 6/01/13	<b>Sunday</b> 6/02/13
<b>Morning</b>	<b>10:00 AM</b> Depart from School Board your luxury motor-coach equipped with TV's & DVD reclining seats and a restroom.	Breakfast at the Hotel (All you can eat)  <b>Exchange Concert</b> Local High School	Breakfast at the Hotel (All you can eat)  <b>Disneyland &amp; California Adventure</b>	Breakfast at the Hotel (All you can eat)  <b>10:00 AM</b> Depart for Home
<b>Afternoon</b>	<b>Meal stop</b> (Fast Food- on your own)  <b>6:00 PM</b> Dinner at the <b>Colburn School &amp; Conservatory of Music</b>	<b>University Workshop</b> Cal State U Long Beach	<b>Soundtrack Session Workshop</b> Disneyland Recording Studio	<b>Meal stop</b> (Fast Food- on your own)
<b>Evening</b>	<b>8:00 PM</b> <b>LA Phil Concert</b> Mena Conducts Brahms Walt Disney Concert Hall  <b>11:00 PM</b> Arrive at the Embassy Suites Hotel	<b>Medieval Times</b> Dinner & Tournament	<b>Disneyland &amp; California Adventure</b>	<b>6:00 PM</b> Arrive back at School

All of the activities listed above are included in the price of this trip.

**MusicTrip.com**

106 Via Buena Ventura ● Redondo Beach, CA 90277 ● (800) 747-2075 ● Fax (310) 375-5505