

**REQUEST TO PLACE CONTRACT ON GOVERNING BOARD AGENDA**

**DATE:** July 6, 2010  
**TO:** Valorie A. Gale, Director of Purchasing  
**FROM:** Judy Walters, President, Diablo Valley College  
**REFERENCE: BC7010.0**

**CONTRACT PERIOD:** (MONTH/DAY/YEAR)

START DATE: July 1, 2010 END DATE: May 30, 2011

**THE GL # THE CONTRACT IS TO BE CHARGED TO OR AUGMENTED (IF REVENUE):**

12 -21-201075-702395-55690 - \$50,000.00  
12 -21-201075-702044-55690- \$40,000.00

**CAMPUS CONTACT FOR THIS CONTRACT:** Kim Schenk, Dean CTE and EconDev

**CONTRACTOR INFORMATION:**

NAME Mt. Diablo Unified School District (MDUSD)  
ADDRESS 1936 Carlotta Drive  
Concord, CA 94519  
TAX ID # 68-0091157

**TYPE OF CONTRACT:**

REVENUE TO DISTRICT  
 COST TO DISTRICT  
 CATEGORICAL  
 NO COST TO DISTRICT

**NATURE OF SERVICES:**

As part of the Contra Costa County Community Collaboratives (C5CTE) project, MDUSD will focus on further development of science, technology, engineering and math (STEM) CTE related career pathways. The project will emphasize professional development to increase MDUSD staff awareness of career pathways and career options. Information about career pathways will be made available to students and parents through multiple marketing channels. Career Exploration curriculum will be introduced at all District comprehensive high schools.

**CONTRACT COMPENSATION:**

HOURLY RATE: \$ \_\_\_\_\_  
OTHER: Contractual Services  
TOTAL AMOUNT: \$90,000.00

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**  
**500 Court Street**  
**Martinez, CA 94533**

**DIABLO VALLEY COLLEGE**  
**Consulting Services**

1. **PARTIES: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (DISTRICT)** and **Mt. Diablo Unified School District (CONTRACTOR)**, of 1936 Carlotta Drive, Concord, CA 94519, mutually agree and promise as follows:
2. **TERM:** The effective date of this contract is July 1, 2010, and it terminates May 30, 2011, unless sooner terminated as provided herein.
3. **TERMINATION:** This contract may be terminated by the **DISTRICT**, at its sole discretion, upon five-day advance notice thereof to the **CONTRACTOR**, or canceled immediately by written mutual consent.
4. **PAYMENT LIMIT: DISTRICT'S** total payment to **CONTRACTOR** under this contract shall not exceed \$90,000.00. Of this total amount, \$50,000.00 represents an amount that has been carried-over: 2009-2010 contract# BC7010.0. This amount must be fully expended and the invoice and back up received by November 30, 2010. Any remaining carry-over funds as of December 1, 2010 will revert to the **DISTRICT**.
5. **DISTRICT'S OBLIGATIONS:** In consideration of **CONTRACTOR'S** provision of services as described below, and subject to payment limit expressed herein, **DISTRICT** shall pay **CONTRACTOR**, upon submission of a properly documented demand for payment in the manner and form prescribed by **DISTRICT** and upon approval of the **DISTRICT'S** designated representative, at an hourly rate of \$NA.
6. **CONTRACTOR'S OBLIGATIONS:**
  - CONTRACTOR** shall provide services to:
    - Develop science, technology, engineering and math (STEM) CTE related career pathways, including an Engineering academy at Clayton Valley High School.
    - Integrate courses of study with CTE standards
    - Align with courses with industry standards and develop articulation agreements with community college CTE courses.
    - Conduct professional development opportunities to increase MDUSD staff awareness of career pathways and career options.
    - Develop multiple marketing channels to inform students and parents about career pathways
  - 6.1 **CONTRACTOR** shall observe and abide by all applicable laws and regulations, including, but not limited to, those of the **DISTRICT** relative to conduct on its premises.
  - 6.2 **CONTRACTOR** agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services.
  - 6.3 **CONSULTANT** shall notify the **DISTRICT** promptly of any expected delay in performance of services. However, **CONTRACTOR** shall not be liable for delays in performance beyond its reasonable control.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

- 7.1 As an independent contractor, **CONTRACTOR** will be solely responsible for determining the means and methods for performing the services described herein.
- 7.2 All of **CONTRACTOR'S** activities will be at **CONTRACTOR'S** own risk and **CONTRACTOR'S** responsibility for arrangements to guard against physical, financial, and other risks as appropriate.
8. **INDEMNIFICATION:** The **CONTRACTOR** shall defend, save harmless and indemnify the **DISTRICT** and its officers, agents and employees from all liabilities and claims for damages, for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **CONTRACTOR** hereunder, resulting from the conduct, negligent or otherwise, of the **CONTRACTOR**, its agents, servants, employees, or subcontractors hereunder.
- 8.a The **DISTRICT** shall defend, save harmless and indemnify the **CONTRACTOR** and its officers, agents and employees from all liabilities and claims for damages, for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations of the services of the Sponsor hereunder, resulting from the conduct, negligent or otherwise, of the Sponsor, its agents, servants, employees, or subcontractors hereunder.
9. **CONFIDENTIALITY OF INFORMATION:** Except as specifically authorized by the **DISTRICT** in writing, information and other data developed or acquired by or furnished to **CONTRACTOR** in performance of this agreement shall be used only in connection with services provided to the **DISTRICT**.

**THIS AGREEMENT** constitutes the complete understanding of the parties and supersedes any other prior agreements, and shall be governed by the laws in the **STATE OF CALIFORNIA**.

THESE SIGNATURES ATTEST THE PARTIES' AGREEMENT HERETO:

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT      CONTRACTOR**

By: \_\_\_\_\_  
 Valorie A. Gale, Director of Purchasing  
 Assistant Secretary,  
 Governing Board, 500 Court Street  
 Martinez, California 94553

By: \_\_\_\_\_  
 Rose Lock, Assistant Superintendent  
 Student Achievement and School Support  
 Mt. Diablo Unified School District  
 1936 Carlotta Drive  
 Concord, California 94519  
 Tax ID# **68-0091157**

Date: \_\_\_\_\_

Date: \_\_\_\_\_