

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, 2013, and it terminates May 30, 2014, 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 \$25,000.00.
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 a sum not to exceed \$25,000.
6. **CONTRACTOR'S OBLIGATIONS:**
CONTRACTOR shall provide services to:

Implement third year of Concord High School's Project Lead the Way Engineering program, including the required intensive two week teacher training and all curriculum and instructional materials needed for the expansion of this engineering pathway. Northgate High School's new Animation & 3d Design pathway will be further developed with additional instructional materials consistent with industry standards. Professional development for all Academy/Pathway teachers will be provided, in partnership with industry/business partners, to ensure these pathways are being developed in concert with business/industry practice. Activities required by this contract include:

- Purchase of specific instructional materials and supplies to support Northgate High School's 3dAnimation/Design pathway and its PLTW Engineering pathway as well as Concord High School's PLTW Engineering pathway.
- Teacher training for specific Project Lead the Way Engineering modules
- Professional Development Event for Pathway/Academy CTE teachers involving business/industry partners to focus on relevancy of pathway educational experience.
- Annual submission of student data to Cal-Pass Plus and timely submission of required reporting documents to project director as required by grant (i.e.: quarterly reports, final summary, invoices with back up).
- Additional activities or changes to activities are subject to approval by the project director.

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- 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: _____
 David Wetmore, Director of Purchasing and
 Contract Services
 Contra Costa Community College District,
 500 Court Street,
 Martinez, California 94553

By: _____
 Dr. John Bernard, Interim
 Superintendent
 Mt. Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519
 Tax ID# **68-0091157**

Date: _____

Date: _____