

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, 2011, and it terminates May 30, 2012, 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 \$70,000.00.
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 an hourly rate of \$NA.
6. **CONTRACTOR'S OBLIGATIONS:**
 - CONTRACTOR** shall provide services to:
 - Develop a construction/engineering pathway at Concord High School, building upon strong construction technology courses. Using Project Lead the Way (PLTW) curriculum, CHS will begin the development by providing two sections of introductory course in fall of 2011. This development will include teacher professional development in summer of 2011, attending PLTW training. Funds will also be used to support CTE pathway teachers across the district in a job shadowing experience with business/industry.
 - Technology and classrooms supplies to establish PLTW courses will be purchased
 - Two High School teachers will participate in PLTW intensive training
 - Twenty teachers participating in STEM pathway or pathway development will participate in an industry/business shadowing experience
 - Develop Project Lead the Way (PLTW) sequences of courses at one or more high school, creating additional pathways to post secondary education, including Diablo Valley Community College. Building upon existing partnerships and collaborations with identified industry partners, Mt. Diablo Unified School District will have the opportunity to expand its pathway opportunities focusing on STEM. Teachers in emerging pathways will benefit from intensive PLTW training as part of the start up process and planning. Additionally, this project will include convening pathway teachers from all six comprehensive high schools to share best practices and improve their ability and capacity for drawing down data on student outcomes for program improvement planning.
 - Instructional materials necessary to implement PLTW curriculum will be purchased
 - Teachers will participate in PLTW intensive training to learn curriculum for BioMed and Engineering.
 - District-wide Pathway Teacher professional development will be provided to support teachers' use of data and expand relevancy based on industry input.
- 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: _____