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FEB 16 2017

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

On File
Attached ✓ W-9 Insurance

BUDGET & FISCAL SERVICES

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 17th day of January, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Regents of the University of California on behalf of its Lawrence Hall of Science (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 and transportation 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:

\$ 880.00 total fee for Services 179-~~3935~~-10- 5800
BUDGET CODE

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 880.00 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 the last day of signing. 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.

- 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. To the extent Education Code §45125.1 is applicable, 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.~~ The parties agree to the indemnification provision set forth in Exhibit B, attached hereto and made a part hereof.
- 8. Insurance. The parties agree to the insurance provisions set forth in Exhibit B, attached hereto and made a part hereof.
- 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.~~ The parties agree to the copyright and trademark provisions set forth in Exhibit B, attached hereto and made a part hereof.
- 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: The Regents of the University of California On behalf of its Lawrence Hall of Science
1936 Carlotta Drive	Address: Attn: Outreach
Concord, CA 94519-1397	Centennial Drive at Grizzly Peak, MC 5200
Attn: Superintendent	Berkeley, CA 94720-5200
	Phone: (510) 643-5959
	Fax: (510) 643-0994
	Tax ID #: 94-6002123

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.

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- 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 as awarded by a court of competent jurisdiction, 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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature] 2/10/17
Budget Administrator Date

By: [Signature] 1/17/17
Susan Gregory Date
Deputy Director

Title: Principal

Title: Lawrence Hall of Science

Authorized by: [Signature] 2/23/17
Assistant or Associate Superintendent Date

[Signature]
2/27/17

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.

[Signature] 2/23/17
Administrator's Signature Date

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

[Signature]
Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution	
original:	Fiscal Services for payment
copy:	Contractor
copy:	Originator/Budget Administrator

Purchase Requisition # R9725
EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

See the Lawrence Hall of Science Outreach Contract EMS10268, attached hereto and made a part hereof

4/13/17

Multiple horizontal lines for listing services.

Services of Contractor arranged by

Signature

Department / School

R 97275



**THE LAWRENCE
HALL OF SCIENCE**
UNIVERSITY OF CALIFORNIA, BERKELEY

EXHIBIT B

Any other provision to the contrary notwithstanding, the following provisions shall govern the Agreement between the Regents of the University of California on behalf of its Lawrence Hall of Science ("University") and Mt. Diablo Unified School District (DISTRICT)] for services on April 13, 2017.

1. Indemnification. University and DISTRICT shall each indemnify, defend and hold harmless the other party, its officers, employees and agents from and against all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement suffered by the indemnified party but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

2. Insurance. Each party at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or self insurance as follows:

i. Commercial Form General Liability Insurance with minimum limits as follows:

- | | |
|--|----------------------------------|
| a. Each Occurrence | \$1,000,000 |
| b. Products/Completed Operations Aggregate | \$1,000,000 2,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. General Aggregate | \$2,000,000 |

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

ii. Workers' Compensation as required under California State law.

iii. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under this Section (i, ii, and iii) shall not limit the liability of the insurer.

The coverages provided by either party referred to under (i) and (ii) of this Section shall include the other party as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the insurer, its officers, employees, and agents. Each party, upon the execution of this Agreement, shall furnish the other party with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to the other party of any material modification, change, or cancellation of the above insurance coverages.

3. Copyright. The ownership of any preexisting inventions or copyright in works employed in the performance of this Agreement shall remain unchanged; provided, however, that each party hereby licenses to the other party the right to use such copyrighted work or invention only to the extent necessary to perform this Agreement. Contractor shall own the copyright of any materials produced in the performance of this Agreement.

4. Trademark/University Name. The University's name and trademarks are protected by California law and may not be used except to indicate identification or location without prior written approval of the University of California.



THE LAWRENCE
HALL OF SCIENCE
UNIVERSITY OF CALIFORNIA, BERKELEY

*****3rd REVISION AS OF 2/27/17**

OUTREACH CONTRACT Contract#: EMS10268 Program Date: 4/13/2017

This contract is subject to cancellation unless **total payment or a purchase order** in the amount of **\$880.00** is received by: **3/17/2017**

Upon satisfaction of the terms and conditions set forth below, The Regents of the University of California, through its Lawrence Hall of Science, will present the following programs at the times and locations specified below and on the Schedule below:

Location: **Silverwood Elementary School**
Address, City, Zip: **1649 Claycord Ave, Concord, 94597**

Person making reservation: **Tricia Collins**
Reserver's Phone: **(925)914-7205**

Contact person at site: **Tricia Collins**
Contact Email: **collinst@mdusd.org**
Site Phone: **(925)687-1150**
Fax#: **(925)689-8199**

Special considerations: Total of 250 students. 3 Autism specific classes and 40% ELL students. Science show will be held in MPR, no other activities allowed during show. Set-up must remain undisturbed during breaks.

***3rd REVISION as of 2/27/17- Per schools request, extended payment due date from 2/24/17 to 3/17/17. -H.O*

Mt. Diablo USD on behalf of Silverwood Elementary School ("Organization") will pay the following for the presentation of the program on the Schedule below:

Cost for 2 session(s): \$820.00

Mileage cost for 40 miles (roundtrip at \$1.50/mile): \$60.00

Adjustments:

TOTAL PROGRAM COST: \$880.00

This registration contract must be signed by an authorized official and returned to the Hall.

Email to: lhsreg@berkeley.edu
Fax to: 510-643-0994
Mail to: The Lawrence Hall of Science
Attn: Registration Office
1 Centennial Drive
Berkeley, CA 94720-5200



THE LAWRENCE
HALL OF SCIENCE
UNIVERSITY OF CALIFORNIA, BERKELEY

****3rd^d REVISION AS OF 2/27/17**

Outreach schedule for Thursday, 4/13/2017 Contract#: EMS10268

Total Cost: \$880.00 Payment Due: 3/17/2017

Location Name: **Silverwood Elementary School**
Address, City, Zip: **1649 Claycord Ave, Concord, 94597**

Person making reservation: **Tricia Collins**
Reserver's Phone: **(925)914-7205**

Contact person at site: **Tricia Collins**
Contact Email: **collinst@mdusd.org**
Site Phone: **(925)687-1150**
Fax#: **(925)689-8199**

Special considerations: Total of 250 students. 3 Autism specific classes and 40% ELL students. Science show will be held in MPR, no other activities allowed during show. Set-up must remain undisturbed during breaks.

***3rd^d REVISION as of 2/27/17- Per schools request, extended payment due date from 2/24/17 to 3/17/17. -H.O*

The following programs(s) have been reserved and will be held at your site:

<u>Time</u>	<u>Grade(s)</u>	<u>Students</u>	<u>Title</u>	<u>Room</u>
8:40-9:30	TK-2	350 max	Flames, Flares and Explosions	MPR
9:50-10:40	3-5	350 max	Flames, Flares and Explosions	MPR

Space Below for staff only:

Date Taken: 12/22/16 By: H.O Review/Sent: _____ By: _____
 REVISED: 1/13/17 By: H.O Review/Sent: _____ By: _____
 3rd REVISION: 2/27/17 By: H.O Review/Sent: _____ By: _____
 Agreement Rec'd: _____ Sent to legal: _____ Ret'd from legal: _____ Ret'd to School: _____
 BCMS #: _____ BCMS Entered on: _____ By: _____ Fully executed on: _____
 Amount Rec'd: _____ Date: _____ Receipt #: _____ Map to: _____
 PO#: _____ Amount: _____ Rec'd on: _____
 Ck. or CC. Rec'd on: _____ Amount: _____ Receipt: _____

R97275



**THE LAWRENCE
HALL OF SCIENCE**
UNIVERSITY OF CALIFORNIA, BERKELEY

Responsibilities of Organization

Agreement(s) and Payment Due Dates

This contract, with authorized signature, needs to be received on the date indicated in the first paragraph above or your program will be cancelled. If a consultant agreement or additional agreement is required by your Organization, then the consultant agreement is due **30 days** from today, and your payment is due 45 days from today or 6 weeks prior to your program delivery date (whichever comes first). Payments can be made by Purchase order, Visa, MasterCard, Discover or American Express, or by a single check made payable to The Regents of the University of California.

Rescheduling

You may reschedule your program up to 6 weeks in advance of the delivery date. Rescheduling will be done based on resource availability and cannot be guaranteed.

Cancellations

You may cancel your program up to 6 weeks in advance of the delivery date with no penalty. For cancellations made less than 6 weeks in advance, no refunds will be issued.

Program Details

You are responsible for checking the dates, times and program title and notifying us within 72 hours from the date we emailed the contract to you if there is an error so corrections can be made.

Maximum Enrollment

Our maximum number of students per program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your program is stated on the Hall website and in your sales item information.

Program Requirements

Program location must be accessible by elevator and ramps and be available for program set up and clean up an hour prior to and post the program delivery times.

All programs on one day need to take place in the same location.

An Organization staff member or teacher/school staff member if the Site is a school needs to be present during all program presentations.

R9727S



THE LAWRENCE
HALL OF SCIENCE
UNIVERSITY OF CALIFORNIA, BERKELEY

***2ND REVISION AS OF 2/27/17

Outreach Contract#: EMS10268 Program Date: 4/13/2017

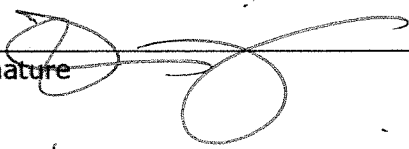
Indemnification

1. Organization Indemnity. Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, employees, or agents.
2. University Indemnity. University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Other Matters

1. Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.
2. The undersigned is duly authorized by Organization to sign this contract and, if applicable that Organization is duly authorized to represent third parties receiving the program hereunder. *2/27/17*

Organization

By:  Date: 2/23/17 *José A. Espinoza 2/27/17*

Jose A Espinoza, Assistant Superintendent
Name and Title *Elementary*

NO: 1617 - 105 GL

This certificate is issued to:

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
2130 CENTER STREET SUITE 200
BERKELEY, CA 94720-4208
(510) 642-5141

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE
CONCORD, CA 94519

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$2,000,000

II. AUTOMOBILE LIABILITY:

Vehicles Owned, Non-Owned or Hired (each occurrence)

III. SPECIAL TERMS AND CONDITIONS:

1. The MOUNT DIABLO UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the Agreement for the University of California, Berkeley Lawrence Hall of Science to present "Giant Geometry" at Monte Gardens Elementary School and any necessary incidental purposes on April 14, 2017.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.

3. This certificate shall be considered void unless the Agreement, attached hereto and hereby made part of this certificate, has been accepted by the insured.

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 12/15/2016

CERTIFICATE EXPIRES: 04/14/2017



AUTHORIZED SIGNATURE
RISK MANAGER