

Purchase Requisition # _____

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

FEB 21 2013
SASS/BSH

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 10 day of FEB 2013, by and between the Mt. Diablo Unified School District (hereinafter "District") and THE ASA PROJECT (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:

\$ 100,208 total fee for Services

324-3149-10-5800
BUDGET CODE

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ X 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 _____. 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 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.
- 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:

DISTRICT

Mt. Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519-1397
 Attn: Superintendent

CONTRACTOR

Name: THE ASA PROJECT
 Address: 4809 FAIRMOUNT AVE
SAN DIEGO CA 92115
 Phone: 619 223 7001
 Fax: _____
 Tax ID #: ~~33-0236423~~ 33-0969020

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

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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 Singh
Budget Administrator Date

By: [Signature] 2/10/2013
Date

Title: Principal

Title: Executive Director

Authorized by: Rose C. [Signature] 2/25/13
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input type="checkbox"/>	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	
<input type="checkbox"/>	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.
_____ Administrator's Signature	_____ Date

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

Originator's Signature

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

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

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

See Attached

Services of Contractor arranged by


Signature


Department / School



**Contract
Between
The AjA Project and College Park High School**

I. Parties to the Agreement

The AjA Project
P.O. Box 15695
San Diego, CA 92175

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

SASS 103A

II. Purpose of Agreement

The intent of this agreement is to clarify the relationship, define the respective roles and responsibilities, and to demonstrate the intent of these two parties regarding the contracted program services of The AjA Project and its delivery at College Park High School. This Contract can be modified provided that both parties agree to the modifications. This agreement will cover the PhotoCity program from Feb 2013 - June 2014.

III. Goal

To deliver free, multi-media-based programming that expands opportunities for meaningful engagement of student body.

IV. Outcomes

Outcome 1: Create customized program including: thematic framework, lesson schedules and plans, facilitation techniques, guiding questions and technical lessons.

Outcome 2: Engage approximately 5 classes of 30 students each during the school day, in direct programming utilizing in the AjA's Photography and media techniques.

Outcome 3: Provide opportunities for school-wide engagement through 2 interactive/multi-media exhibits and call to action events.

Outcome 4: Coordinate two student-driven "fishbowls" or evaluative discussions to determine student goals, select program themes and asses program efficacy.

Outcome 5: Youth will demonstrate and self report an increase in their positive engagement with relevant issues affecting their school.



Outcome 6: Youth will experience and learn different aspects of visual media and media literacy.

V. Activities

The AJA Project will:

1. Provide 1 paid instructor and support staff to lead and manage program.
2. Provide photography equipment as needed. All equipment purchased with S3 funds remains the property of College Park High School.
3. Lead efforts in maintaining contact with site coordinators
4. Assist in preparing and administering all student forms.
5. Prepare and distribute AJA lesson plans to partner prior to assigned programming days.
6. Provide basic classroom materials including: writing utensils, white/colored paper, scissors, glue, butcher paper, and markers.
7. Provide all design and material costs for exhibits.

College Park High School will:

1. Provide 1-2 staff members to act as point of contact with the PhotoCity program.
2. Assist in preparing and administering all student forms.
3. Assist in securing 5 regularly scheduled photo/video classes per semester to participate in the PhotoCity program, from March 2013 through June 2014.
4. Lead efforts in securing all programming logistics, including, but not limited to site location, room availability, room access and scheduling.

VI. Insurance

Both parties shall maintain Public Liability and Property Damage Insurance to protect them and the School District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as follows:



Commercial General Liability	\$1,000,000 per occurrence \$3,000,000 aggregate
Auto Liability for owner and non-owned vehicles	\$1,000,000 per occurrence \$3,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate

Workers' Compensation will be in conformance with the laws of the State of California and applicable federal laws.

VII. Payment

The AjA Project will be paid a total of \$66, 208.00. Payment installments to be made according to the following schedule:

1. \$30,00 to be paid prior to the commencement of programming (February 28, 2013).
2. \$30,000 to be paid at the mid point of the program (September 18, 2013).
3. \$6,208.00 to be paid at the conclusion of the program (June 25, 2014.)


VIII. Revisions

This Agreement may be revised at any time by the mutual agreement of the parties.

IX. Term

The term of this Agreement is from February 13, 2013 until June 13, 2014.

In witness thereof, this Agreement has been signed on behalf of the parties above written:

PP 
 Peter Aloo / Vice Principal / S3 Coordinator
 | Rose Lock / Asst. Superintendent

2/25/13

 Date



Sandra Ainslie
Executive Director
The AJA Project

February 15, 2014

Date

74 (Policy Provisions: WC 00 00 00 B)

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DU INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD INSURANCE COMPANY OF THE MIDWEST
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 20605
Company Code: G



POLICY NUMBER: 76 WEG DU2474
Previous Policy Number: NEW

Suffix	
LARS	RENEWAL
	00

HOUSING CODE: 76

1. Named Insured and Mailing Address: AJA PROJECT
(No., Street, Town, State, Zip Code)

FEIN Number: 330969020 PO BOX 15695
SAN DIEGO, CA 92175

State Identification Number(s):
UIN:

The Named Insured is: NON-PROFIT ORGANIZATION
Business of Named Insured: VOCATIONAL COUNSELING - EXCEPT
Other workplaces not shown above: AS STATED AND ELSEWHERE IN CALIFORNIA

2. Policy Period: From 10/15/12 To 10/15/13
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: AUTOMATIC DATA PROCESSING INS AGCY

PO BOX 33015
SAN ANTONIO, TX 78265
Producer's Code: 250717


Issuing Office: THE HARTFORD
55 FARMINGTON AVE., SUITE 301
HARTFORD CT 06115
(877) 287-1316

Total Estimated Annual Premium:	\$2,529
Deposit Premium:	\$2,529
Policy Minimum Premium:	\$538 CA (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by 
Authorized Representative

09/27/12
Date

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 99 00 05 WC 00 04 22A WC 04 03 01B WC 04 03 60A WC 04 04 21
 WC 04 06 01A PN 04 99 01D PN 04 99 02B PN 04 99 04 PN 04 99 06

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
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(SEE ATTACHED SCHEDULES)

CA TERRITORIAL DIFFERENTIAL PREMIUM 9689 (0.970)			-76
CA SMALL POLICY CREDIT 9.00 PERCENT (9701)			-222
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			2,244
EXPENSE CONSTANT (0900)			150
TOTAL ESTIMATED STATE SURCHARGE			102
TERRORISM (9740)	164,000	.020	33
TOTAL ESTIMATED ANNUAL PREMIUM			2,529

Total Estimated Annual Premium:	\$2,529
Deposit Premium:	\$2,529
Policy Minimum Premium:	\$538 CA (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS:
SIC: 8299
 UIN:
 NO. OF EMP: 000008