

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

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

THIS AGREEMENT is made this 7<sup>th</sup> day of June, 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and James D. Morrison dba JDMorrison Consulting (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:

\$ 12,000.00 total fee for Services 010 - 3788 - 54 - 5800  
**BUDGET CODE**

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

- a. \$ 90.00 per hour,
- b. \$ \_\_\_\_\_ per day, or
- c. \$ \_\_\_\_\_ 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 7/1/2012. 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,



Purchase Requisition # \_\_\_\_\_

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: \_\_\_\_\_  
 Budget Administrator Date  
 Title: Director of Technology and Information Services

By: James D. Morrison 6/9/12  
 Date  
 Title: Sole Proprietor

Authorized by: \_\_\_\_\_  
 Assistant or Associate Superintendent Date

Approved: \_\_\_\_\_  
 Assistant Superintendent of Personnel Date

<b>TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR</b>	
<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>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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**General Description:**

Training and development of data management best practices for the Aeries student information system across the district (Aeries, Aeries.Net, ABI for teachers, HomeLink for parents). This will include procedures for gathering, extracting and reporting data, as well as integrating data with other district applications that include SEIS, OARS, Destiny, SchoolMessenger and PlascoTrac.

**Specific Components:**

- 1) Assist in training one DBA (40 hours). Topics to include:
  - a. Support for the intra and interdistrict transfer process.
  - b. Providing accurate current and anticipated enrollment figures for district decision-makers.
  - c. Server Migration
- 2) Assist in the implementation of (SST) Student Study Success Team. (20 hours)
- 3) Assist in the implementation of Versatrans and school boundaries (20 hours). Topics to include:
  - a) Matching data from Aeries street table to Versatrans street table.
  - b) Correcting errors and discrepancies.
- 4) Training for outside-department stakeholders (53 hours).
  - a. Data management best practices as applied to specific departmental needs.
  - b. Queries and reporting from Aeries that will result in more comprehensive use of student data; including the use of pivot tables to organize data into a usable format.

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Services of Contractor arranged by

\_\_\_\_\_  
Signature

Technology and Information Services

\_\_\_\_\_  
Department / School