

Contra Costa Community College District

**SHORT FORM SERVICE CONTRACT
Standard Form**

1. **Contract Identification:** **Contract No.**

College: Diablo Valley College
Subject: CCAP STEM Pathways Grant Activities

2. **Parties.** The Contra Costa Community College District (District), for its College named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Mt. Diablo Unified School District
Address: 1936 Carlotta Dr., Concord, CA 94519

3. **Term.** The effective date of this Contract is 7/1/19, and it terminates on 6/30/24, unless sooner terminated as provided herein.

4. **Termination.** This Contract may be terminated by the District at its sole discretion, upon five-day advance written notice thereof to the Contractor, or cancelled immediately by written mutual consent.

5. **Payment Limit.** District's total payments to Contractor under this Contract shall not exceed \$ 375,000

6. **District's Obligations.** In consideration of Contractor's provision of services as described below, and subject to the 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 president of the College for which this contract is made or his designee, as follows:

(Check one alternative only)

a. FEE RATE: per **service unit**.

Not to exceed 45 service units

hour; or

session; as defined below; or

calendar (insert day, week or month)

b. PAYMENT made upon receipt of properly submitted invoices, approved by the manager or campus business office requesting services.

7. **Contractor's Obligation.** Contractor shall provide the following described services: MDUSD will establish a STEM Academy aligning with DVC's certificate and degree pathways in Manufacturing/Engineering, and will partner with DVC on recruitment, instruction, mentoring, and linkages. See attached work plan for details. MDUSD will submit quarterly invoices, showing expenses to be reimbursed and a short program narrative (accomplishments and progress towards grant objectives, as well as any challenges).

8. **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. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. All of Contractor's activities will be at Contractor's own risk and Contractor is hereby given notice of Contractor's responsibility for arrangements to guard against physical, financial, and other risks as appropriate.

9. **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 Contractors hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

10. **Indemnification.** 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 or the services of the District hereunder, resulting from the conduct, negligent or otherwise, of the District, its agents or employees.

11. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: California Government Code and California Education Code Section 81655.

12. **Signatures.** These signatures attest the parties' agreement hereto:

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

By: _____
David Wetmore
Director of Purchasing
500 Court Street, Martinez, CA 94553

Date: _____
CONTRACTOR

By: _____

Tax ID# _____

Date: _____