

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 14 day of September, by and between the Mt. Diablo Unified School District (hereinafter "District") and Exploring New Horizons Outdoor School (hereinafter "Contractor").

District hereby engages Contractor to render 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 5 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 only with the written approval of the District.

(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:

Not to exceed \$ _____ for Services.
The basis of the fee for Services shall be as follows:
a. \$ _____ per hour, b. \$ _____ per day, or c. \$ _____ per engagement.

_____	See Page 2	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____

BUDGET CODE(S)

Check One:

Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.

Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.

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 09/14/2021. 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

Purchase Requisition # - Various

PR #	School Site	Camp Dates	Budget Code	Amount
R123686	Pleasant Hill	January 10-14	01-9010-1110-1000-43410000-168-168-5895	\$31,875.00
R124839	Hidden Valley	January 10-14	01-9010-1110-1000-39350000-142-142-5895	\$35,650.00
R125046	Strandwood	May 9-13	01-9010-1110-1000-43550000-181-181-5895	\$31,955.00
R124556	Holbrook	April 18-20	01-9010-1110-1000-43550000-145-145-5895	\$9,761.40
			Grand Total	\$109,241.40

party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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, 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 California 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. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District 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 hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**). **EXCEPTION:** Contracts of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Other Coverages When Applicable:**

- a. **Professional Liability/Errors & Omissions Liability:** \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. **Sexual Abuse and Molestation Coverage:**
- c. **Cyber Insurance:**
- d. **Other:**

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent or
his designee

General Counsel

- 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. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. 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

Bus. Name: Exploring New Horizons Outdoor Schools
Attn: Jacob Sackin - Executive Director
Address: P.O. Box 1514
Felton, CA 95018
Phone: (831) 252-7868
Fax: (931) 533-7800
Email: jacob@exploringnewhorizons.org
Tax ID #: 94-2618650

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 next business day 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.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

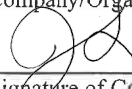
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Exploring New Horizons

Name of Company/Organization or Independent Contractor/Consultant

By: _____
Signature of Principal/Budget Administrator Date

By:  _____
Signature of Contractor/Consultant Date

Title: _____
Print Name and Title

Title: Jacob Sackin - Executive Director
Print Name and Title

Purchase Requisition # Various

Authorized and Approved by:

Superintendent/Designee Date

Prior to commencement of service, sign and forward completed original contract packet to Purchasing.

Elementary School Support

Originator's Signature Date

Site/Department Originating this Contract

Dee Dee Fendley, Administrative Assistant

Print Name of Originator and Title

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

<i>Distribution</i>
<i>original: Purchasing with Purchase Order</i>
<i>copy: Contractor</i>
<i>copy: Accounts Payable/Fiscal</i>
<i>copy: Originator/Budget Administrator</i>

EXHIBIT "A"

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).

1. Services. Subject to the terms and conditions set forth in this Agreement, Exploring New Horizons (" ENH ") shall provide on behalf of the Mt. Diablo Unified School District schools (" Schools ") listed below an outdoor education program for the School ' s students (the " Program "), to be conducted at specified Campuses of Exploring New Horizons (the " Program Location ") for the periods described below (the " Term "). ENH shall provide the following services (the " Services ") in connection with the Program:
 - a. Program Orientation Presentations. Prior to the commencement of the Term, ENH shall:
 - i. Teacher Meeting: Conduct an online teacher meeting with the School ' s classroom teachers at times mutually acceptable to the Parties to answer any questions.
 - ii. Parent Presentation: Provide the School with the link to an online narrated orientation slideshow, including a FAQ section and ENH contact email and phone so parents may contact us directly with questions. The School ' s classroom teachers will share this link with the parents of the participating students, so parents can watch it at any time and contact ENH with any questions.
 - iii. Student Presentation: Provide the School with the link to a student presentation that the school ' s classroom teachers will run themselves to orient their students.
 - b. Activities. ENH shall organize and conduct the outdoor educational activities.
 - c. Supplies. ENH shall provide all materials and supplies required to implement the Program.
 - d. Room and Board. ENH shall provide for the duration of the Term housing and meals for all students, classroom teachers and cabin leaders, whose numbers are estimated in the below chart;
 - e. Cabin Leaders. It is the responsibility of the School to recruit and transport all cabin leaders to the Program. Schools may choose to bring either adult or high school student cabin leaders or a mix of both. ENH will support school administrator(s) and/or classroom teacher(s) to successfully recruit cabin leaders prior to the commencement of the Term by providing all paperwork and information to the School. Once cabin leaders are recruited by the School, cabin leader contact information will be shared with ENH and ENH will communicate with cabin leaders by phone and email. If recruited cabin leaders need to cancel and are unable to participate in the program, ENH will notify the School that additional cabin leaders must be recruited by the School. It is then the responsibility of the School to recruit enough cabin leaders for the Program and to share these additional names with ENH.
 - i. At the Pigeon Point program, the number of allowed cabin leaders varies based upon the number of attending students:
 - i. Programs with 10 or fewer students may bring up to 3 cabin leaders.
 - ii. Programs with 11 to 20 students may bring up to 6.
 - iii. Programs with more than 21 students may bring up to 9.
 - iv. A maximum of 10 total adults are allowed per program.
- ii. The School shall pay ENH an amount equal to:
 - \$75 per cabin leader per week for each participating cabin leader for a 3 or 4-day program
 - \$100 per cabin leader per week for each participating cabin leader for a 5-day program

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- f. Transportation. The School shall be responsible for arranging, and ENH shall not be responsible for, all other transportation for participating students, classroom teachers and cabin leaders to and from the Program Location.
- i. In a 5-day program, all bus transportation for trips to and from the beach is included within the original program fee.
 - ii. In a 4-day program, schools will not go to the beach unless the School requests a beach day. If the School requests a beach day as part of a 4-day program, the School will pay all bus transportation fees to the beach. ENH will be responsible for the coordination to transport all students, classroom teachers, and cabin leaders but any cost incurred will be passed along to the school. Negotiated bus rate (approximately \$845 per bus for 70 people) and actual number and cost of anticipated buses will be provided on program invoice.
 - iii. ENH shall provide a van to transport materials and supplies as required by the Program and to serve as an on-site emergency vehicle.
 - iv. The School or teacher must have a vehicle at the Site to transport students to the hospital in case of a non-emergency medical situation if needed. In the event of a non-emergency medical situation, an ENH staff member will accompany the classroom teacher and student to the hospital.

2. Fees; Payment.

- a. The School shall pay ENH for the Services in an amount equal to:

- i. The number of students enrolled in the Program multiplied by fee as listed in the chart below per student (" the Fee "), provided that a minimum of 90% of the estimated enrollment number are enrolled in the program prior to the beginning of the term.
- ii. The fee is due on the date listed on the chart below
- iii. The balance of the total fee is due no later than ten (10) days after the School ' s receipt of an invoice from ENH.

- b. If the School fails to enroll this minimum number of students, the Fee shall be calculated as if the minimum number of students indicated above were enrolled in the Program.

- c. Schools may adjust the estimated number of students enrolled in the program 90 days before attending the program if needed.

- d. The School shall remit all deposits and payments to:

Exploring New Horizons
PO Box 1514
Felton, California 95018

- e. For purposes of calculating the termination fee in Section 8(a) or Section 8(b), or the Cancellation Amount in Section 8(b), the Fee shall be determined based on (i) the number of students enrolled in the Program on the date of termination, or on the date of cancellation, as applicable, or (ii) the minimum number of students set forth in Section 2(a), whichever number is greater.

3. Default. If the School fails to make any payment pursuant to Section 2 within ten (10) days after the date on which such payment was due, ENH may in its discretion (a) continue to conduct the Program, in which case ENH shall have the right to enforce all its rights and remedies granted by this Agreement, including, without limitation, the right to collect the Fee, or (b) cancel or suspend the Program, in which case ENH shall be entitled to recover from the School any amount necessary to compensate ENH for all detriment proximately caused by the School ' s failure to perform its obligations under this Agreement, including without limitation the amount ENH would have earned by providing services to another organization or organizations during the Term. At ENH ' s discretion, unpaid installments of the Fee under the terms of this

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Agreement may bear interest from the date due at the maximum rate then allowable by law. ENH ' s remedies are not exclusive and are cumulative with any other remedies allowed by law.

4. Alternate Sites. In the event that the Site becomes unavailable due to circumstances beyond ENHs ' control, including but not limited to, loss of lease of Site, natural disasters, and eminent domain proceedings, ENH will make every possible effort to provide an alternate site location with the same or similar services, for the same dates, and at the same price. The School may agree to accept services at an alternate site location in the above circumstances, and the terms of this contract shall continue to apply. If ENH is not able to offer an alternate site location with the same or similar services, for the same dates, and at the same price, it will make every effort to offer the School alternate dates, services, and/or pricing at another location and come to an agreement with the school on the alternate offer. The School may elect to accept the alternate offer, or terminate this contract. In the event the School elects to terminate the contract, all funds will be returned by ENH to the School.

5. Representations and Warranties. Each Party represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its state of incorporation, (ii) it has the legal right, power and authority to execute, deliver and perform its obligations under this Agreement, and (iii) all approvals requisite to the valid and binding execution, delivery and performance of this Agreement by such Party have already been obtained and are in full force and effect.

6. Independent Status of ENH. The School shall not have any right to direct or control the Program or the means, manner, or details by which ENH provides the Services. ENH may, in its sole discretion, employ and supervise such cabin leaders, Program staff and other employees or agents as ENH deems necessary or convenient to perform the Services. The School may not control, direct, or supervise ENH's employees or agents in the performance of the Services. This Agreement does not create a partnership between the Parties. Nothing in this Agreement shall be deemed to restrict or prohibit ENH from providing services to other organizations that are the same as or similar to the Services described herein.

7. Student Waivers. Prior to the beginning of the Term, the School shall cause a parental guardian of each student participating in the Program to sign a waiver with respect to such participation and shall cause each executed waiver to be delivered to ENH. No student shall be enrolled or allowed to participate in the Program without first providing such executed waiver to ENH.

8. Disciplinary Action. ENH may remove any student from the Program who, in ENH ' s sole discretion, creates a significant disciplinary problem for the Program staff or who otherwise disrupts the Program. ENH shall not be responsible for transporting such student from the Program Location in the event of removal from the Program. The School shall not be entitled to any refund of any portion of the Fee for any student who leaves the Program for disciplinary reasons.

9. Cancellation.

- a. In the event the School cancels its participation in the Program more than one hundred twenty (120) days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation. ENH shall refund all amounts paid by the School to ENH under this Agreement, less a termination fee of fifty percent (50%) of the Fee, calculated as set forth in Section 2(d) above.
- b. In the event the School cancels its participation in the Program less than one hundred twenty (120) days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation and shall pay to ENH at the time of such notice of cancellation the sum of ninety percent (90%) of the Fee (the " Cancellation Amount "). The School may set off against the Cancellation Amount any payments already made by the School to ENH pursuant to Section 2.
- c. If ENH is unable to perform the Services due to unavoidable causes such as fire damage to the Program Location or other loss of facilities prior to the beginning of the Term, ENH shall notify the

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School and shall refund all portions of the Fee previously deposited by the School to ENH. If such damage or loss of facilities occurs at any point during the Term such that ENH is unable to continue conducting the Program, ENH shall notify the School, and the School shall be responsible for paying only the amount of the Fee proportionate to the period of the Term during which ENH actually provided the Services.

d. COVID-19

i. If, at any time before participation in the Program, the School must cancel its participation in the program due to official state or county health department Covid-19 regulations prohibiting overnight field trips, the School shall promptly notify ENH in writing of such cancellation.

i. ENH will then refund all portions of the Fee previously deposited by the School to ENH and no further amount will be due.

ii. If, however, there are no official state or county health department Covid-19 regulations prohibiting overnight field trips, the school shall be held to the contract.

ii. If, at any time before participation in the Program, official state or county health department Covid-19 regulations limit the number of participants allowed on a field trip at one time, the minimum number will be lowered to this limit if the limit is lower than the minimum number of students.

i. If, however, there are no official state or county health department Covid-19 regulations limiting the number of participants allowed on a field trip at one time, schools will be held to their minimum number of participants.

10. Insurance. ENH shall provide accident and health coverage for all students, classroom teachers and cabin leaders participating in the Program. The School shall maintain such general liability insurance as the School is required by law to maintain and shall include ENH as additional insured on such policy. Upon request of either Party, the other Party shall provide certificates of such insurance.

11. Waivers. The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

12. No Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

13. Notice. All notices, requests, waivers, approvals, consents, demands and other communications hereunder shall be in writing and shall be deemed duly given when delivered personally, or three days after being deposited with the United States Postal Service, or one day after being deposited for delivery with a nationally recognized overnight delivery service, with all charges, fees and first-class postage prepaid, properly addressed, as follows:

If to the School, at the following address (please fill in appropriate information):

School: _____
Address: _____

Contact: _____
Phone: _____
Email: _____

If to ENH, at the following address:

Exploring New Horizons
PO Box 1514
Felton, California 95018

Jacob Sackin
(831) 252-7868
jacob@exploringnewhorizons.org

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14. Arbitration. The Parties agree that, with respect to all controversies, claims, disputes or counterclaims arising out of or relating to this Agreement, the Services or the Program, whether it involves a disagreement about the meaning, interpretation, application, or validity of this Agreement, and whether based on statute, tort, contract, common law, or otherwise (a " Dispute "), to attempt to resolve the Dispute by good faith negotiation. If the Parties are unable to resolve the Dispute by good faith negotiation, either Party may refer the matter to binding arbitration. The arbitration shall take place in the County of Contra Costa, State of California in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

15. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, or for interpretation of any of its provisions, including without limitation an arbitration pursuant to Section 13, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys ' fees and court costs, from the other party.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Entire Agreement; Amendments. This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.

18. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

EXPLORING NEW HORIZONS,
A California non-profit Corporation

SCHOOL
A California School

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT "B"
Contractor REQUIRED to Complete
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK
CERTIFICATION

Name of Contractor:	Exploring New Horizons Outdoor Schools
Services to be performed under the Agreement:	Outdoor Education Camps
School(s) and Specific Location(s) where services will be performed:	Strandwood - Sempervirens Hidden Valley - Sempervirens Pleasant Hill Elem. - Sempervirens Holbrook - Pigeon Point
Term of Agreement:	By site, upon invoice after camp attendance
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input checked="" type="checkbox"/> <p>The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)</p>
2	<input type="checkbox"/> <p>The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)</p>
3	<input type="checkbox"/> <p>The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]</p>

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



 Authorized Contractor Signature
Jacob Sackin

 Print Name Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bozeman Office PayneWest Insurance, Inc. 1105 E. Main Bozeman, MT 59715	CONTACT NAME: PHONE (A/C, No, Ext): (406) 586-3351 FAX (A/C, No): (406) 586-0437 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A :	Philadelphia Indemnity Insurance Company
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK2290569	8/1/2021	8/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2290569	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PHUB780896	8/1/2021	8/1/2022	EACH OCCURRENCE	\$ 2,000,000
	DED <input checked="" type="checkbox"/>						AGGREGATE	\$ 2,000,000
	RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	\$
							OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Mt. Diablo Unified School District 1936 Carlotta Dr Concord, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.