

NOV 17 2014

SASS/MDUSD

Purchase Requisition # R82970

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

RECEIVED

NOV 17 2014

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT **Budget & Fiscal Services**
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 1st day of October, by and between the Mt. Diablo Unified School District (hereinafter "District") and University Corporation (Camp SEA Lab) (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 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 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 \$ <u>12,750.00</u> for Services	<u>112</u> - <u>0343</u> - <u>10</u> - <u>5895</u>	\$ <u>12,750.00</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ _____
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ _____ per engagement.		

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 October 1, 2014. 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, 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 B 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. **EXCEPTION:** Contracts of less than \$5,000 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. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

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.

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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:

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

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. 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: University Corporation (Camp SEA Lab)
Attn: _____
Address: 100 Campus Center, Bldg. 42
Seaside, CA 93955
Phone: (831) 582-3681
Fax: (831) 582-3691
Tax ID #: 77-0387459

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.

- 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.
- 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

University Corporation / Camp SEA Lab
Name of Company/Organization or Independent Contractor/Consultant

By: *Susan Petersen* 10/3/14
Signature of Principal/Budget Administrator Date

Title: Susan Petersen, Principal
Print Name and Title

By: *Maria A. Y. Garcia* 21 Oct 2014
Signature Date

Title: Maria A. Y. Garcia
Director of Operations
University Corporation at Monterey Bay
Print Name and Title

Authorized and Approved by:

[Signature] 12/5/14
Superintendent or Designee Date

[Signature] AMEL WOOD

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

Susan Petersen 11/12/14
Originator's Signature Date

Susan Petersen, Principal
Print Name of Originator and Title

Ayers Elementary
Site/Department Originating this Contract

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>

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

- The program dates are Monday, March 16, 2015 to Wednesday, March 18, 2015.
- The contractor will provide 3 days of program, 2 nights of lodging, with 6 meals.
- The contractor is responsible for all instruction, which is performed by naturalist instructors.
- The contractor is responsible for the coordination of all site logistics and program implementation.
- The contractor will provide all supplies and materials for their planned activities.
- Total program cost \$13,450.00 less (695.00) credit from prior year. Total cost due \$12,750.00.
- Partial payment of \$250.00 holding fee and 30 % deposit \$3783.50 is due 11-14-14.
TOTAL DUE 11/14/14 \$ 4033.50. Check payable to Camp SEA Lab.
- Balance due 2-16-15 is \$8,716.50. Check payable to Camp SEA Lab.

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
10/22/2014

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM(S) OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

University Corporation at Monterey Bay
100 Campus Center
Seaside CA 93955-8001

PROGRAM AFFORDING COVERAGE

A: CSURMA AORMA SIR Fund

B: CSURMA AORMA WC Program

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AORMA-1415-01	7/1/2014	7/1/2015	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$5,000
	<input checked="" type="checkbox"/> Prof Liability				PERSONAL & ADV INJURY	\$5,000,000
	<input checked="" type="checkbox"/> Contractual Liab				GENERAL AGGREGATE	\$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY	AORMA-1415-01	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	AORMA-WC-1415	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. EACH ACCIDENT	\$5,000,000
					E.L. DISEASE -- EA EMPLOYEE	\$5,000,000
					E.L. DISEASE -- POLICY LIMIT	\$5,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Mt. Diablo Unified School District, its officers, officials, employees, and volunteers are named as additional covered parties as respects the Agreement for services on March 16 - 18, 2015.

CERTIFICATE HOLDER

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord CA 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE *Memo Song*



University Corporation / Camp SEA Lab
100 Campus Center Bldg.42, Seaside, CA 93955
T (831)582-3681 F (831)582-3691
campsealab@csumb.edu www.campsealab.org

RESIDENTIAL PROGRAM CONTRACT

Please review, initial the financial statements, sign one copy and return with your deposit to our office by November 14, 2014.

School information:

Ayers Elementary School
5120 Myrtle Drive
Concord, CA 94521
Phone: 925-682-7686
Fax: 925-827-2521
Mt Diablo Unified School District
Grade level of students: 5th

Contact: Susan Petersen
Position: Principal
Email: mcshaneb@mdusd.org
Day phone: 925-682-7686
Cell phone: 925-595-5054
Contra Costa County
Lead Teacher: Bryan McShane

Program information:

Arrival date: **Mon., March 16, 2015** Departure date: **Wed., March 18, 2015**
Arrival time: 11:00am Departure time: 1:00pm
Location: Camp St. Francis, 2320 Sumner Ave, Aptos, CA 95003

Estimated number of students:	65
Estimated number of chaperones:	7
Estimated number of teachers:	<u>3</u>
Total participants:	75

Additional participants above the estimated number must be agreed upon by Camp SEA Lab.

Camp SEA Lab will provide:

- ❖ 3 days of program, 2 nights of lodging, 6 meals (dinner day 1, through lunch on day 3).
- ❖ Naturalist Instructors, On-site Supervisor.
- ❖ Coordination of all site logistics and program implementation.
- ❖ Supplies for all activities.

School will provide:

- ❖ One teacher for every 30 students, and one chaperone per every 10 students. Any additional adults must be agreed upon by both parties prior to final payment, and must pay full program tuition.
- ❖ Coordination and cost of transportation for arrival to and departure from program site.
- ❖ Distribution and collection of forms and monies from students and chaperones.
- ❖ Bag lunches on arrival day (student brought or school provided).



Camp SEA Lab
Science, Education & Adventure

University Corporation / Camp SEA Lab
100 Campus Center Bldg.42, Seaside, CA 93955
T (831)582-3681 F (831)582-3691
campsealab@csumb.edu www.campsealab.org

Financial agreement for Ayers Elementary School

Student: \$195.00

Adults: teachers at 1:30 teacher/student ratio are free
chaperones at 1:10 chaperone/student ratio are \$110.00
adults over these ratios pay full rate of \$195.00

Please initial the financial statements. Financial calculations included on the Program Invoice.

_____ **Guaranteed minimum:**

We allow for a (15%) decrease in estimated total numbers on this contract. If participant numbers fall below the 15% decrease, you agree to pay **\$11,428.25**, which is 85% of the contracted total.

_____ **Payment schedule:**

November 14, 2014: 30% Deposit = **\$4,033.50**, must be received or your reservation will be relinquished.

February 16, 2015 (4 weeks prior): Final payment based on student/adult numbers.

_____ **Late penalty:** A \$50 per week penalty will be assessed for late payment or paperwork.

_____ **Cancellation policy:**

If your school needs to cancel your reservation prior to **February 16, 2015** (4 weeks prior), your deposit will not be refunded, unless the dates can be filled by another group of equal or greater number. If your date is filled a processing fee of \$250.00 will be retained to cover administrative costs.

If your school needs to cancel after **February 16, 2015**, no refunds will be offered.

If program activities are canceled due to weather or other unforeseen occurrences beyond our control, no refund of those activity costs will be provided.

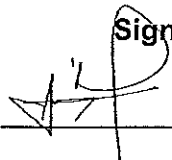
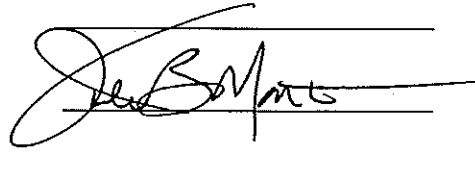
_____ **Change in participant numbers:**

Increase from estimated numbers of participants to those that arrive on site during the program - will result in a post-program invoice.

Decrease from estimated numbers that fall *within* the guaranteed minimum - will be charged for the total number of participants that arrive on site during the program. Any over payment will be retained as credit toward a future program.

Decrease from estimated numbers that fall *below* the guaranteed minimum - will be charged the guaranteed minimum.

Participants sent home due to disciplinary procedures or illness - will not result in a credit or refund.

	Printed name	Signature	Date
Camp SEA Lab Director:	Amity Wood		11/5/14
Lead Teacher:			
Principal <i>Est</i> <i>Sya</i>		Julie Braun Martin	12/5/14