

Purchase Requisition # R 88627

RECEIVED

OCT 29 2015

[Signature]
SPEASMDUSD

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

On File W-9
 Insurance

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

THIS AGREEMENT is made this 5th day of October 2015, by and between the Mt. Diablo Unified School District (hereinafter "District") and University Corporation (Camp SEA Lab) (hereinafter "Contractor").
at Montecrey Bay

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 \$ 14,257.50 for Services 112 - 0343 - 10 - 5895 \$ 14,257.50

The basis of the fee for Services shall be as follow _____ \$ _____

a. \$ _____ per hour, _____ \$ _____

b. \$ _____ per day, or _____ BUDGET CODE(S)

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.
- 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 5, 2015. 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

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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 at Monterey Bay / Camp SEA Lab
 Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 10/29/15 By: [Signature] 19 October 2015
 Signature of Principal/Budget Administrator Date Signature of Contractor/Consultant Date

Title: Laura Casdia, Principal Title: Maria AY Garcia, Director of Operations
 Print Name and Title Print Name and Title

Authorized and Approved by:

[Signature] 10/29/15
 Superintendent or Designee Date

[Signature] AMY WOOD 09/12, 2015

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

[Signature] 10/29/15 Ayers Elementary
 Originator's Signature Date Site/Department Originating this Contract

Laura Casdia, Principal
 Print Name of Originator and Title

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

| | |
|--------------|---------------------------------|
| Distribution | |
| original: | Fiscal Services for payment |
| copy: | Contractor |
| copy: | Originator/Budget Administrator |

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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 14, 2016 to Wednesday, March 16, 2016.
- 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 \$14,030.00 plus camper gear \$1170.00 less (942.50) credit from prior year. Total cost due is \$14,257.50.
- Partial payment of \$250.00 holding fee and 30 % deposit \$3959.00 is due ¹²⁻¹⁴⁻¹⁵~~11-13-15~~ (11)
TOTAL DUE ¹²⁻¹⁴⁻¹⁵~~11-13-15~~ \$ 4209.00. Check payable to Camp SEA Lab.
(10) 12/14/15
- Balance due 2-14-16 is \$10,048.50. Check payable to Camp SEA Lab.

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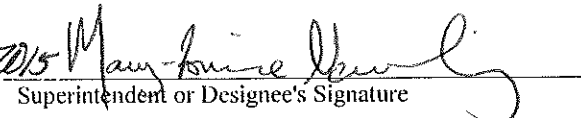
EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

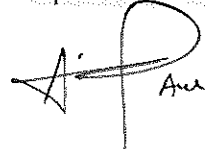
Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

| | |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Independent Consultant/Contractor: | <i>at Monterey Bay</i> University Corporation (Camp SEA Lab) |
| Services to be performed under the Agreement: | <i>See Exhibit A; page 5</i> |
| Schools/Locations where services will be performed: | <i>Camp Saint Francis 2320 Sumner Ave. Aptos, CA 95003</i> |
| Total amount to be paid by the District under this Agreement: | \$ <i>14,257.50</i> |
| Term of Agreement: | <i>March 14-16, 2016</i> |
| <i>Check the applicable box(es) and fill in any blanks.</i> | |
| 1 | I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted. |
| 2A | <input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed): <i>* employees will be fingerprinted prior to commencement of program, January 2016.</i> |
| 2B | I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. |

Certification by Contractor/Consultant

"I certify 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."

| | |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|  |  |
| Independent Contractor/Consultant Signature | Superintendent or Designee's Signature |
| <u>Maria AY Garcia</u> | <u>MARY-LOUISE NEWLING</u> |
| Print Name | Print Name |
| _____ | <u>10/29/15</u> |
| Independent Contractor/Consultant | Superintendent or Designee's Signature |
| _____ | _____ |

 Ann Wood OCT 12, 2015 6 of 6

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Name Univarsity Corporation at Monterey Bay | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ▶ (991)(e)(2) <input checked="" type="checkbox"/> Exempt from backup withholding | |
| Address (number, street and apt. or suite no.) 100 CAMPUS CENTER | Requester's name and address (optional) |
| City, state, and ZIP code SEASIDE, CA 93955-8001 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

| | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|--|
| Social security number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | |
| OR | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;">7</td> <td style="width: 10%; border: 1px solid black;">7</td> <td style="width: 10%; border: 1px solid black;">0</td> <td style="width: 10%; border: 1px solid black;">3</td> <td style="width: 10%; border: 1px solid black;">8</td> <td style="width: 10%; border: 1px solid black;">7</td> <td style="width: 10%; border: 1px solid black;">4</td> <td style="width: 10%; border: 1px solid black;">5</td> <td style="width: 10%; border: 1px solid black;">9</td> </tr> </table> | 7 | 7 | 0 | 3 | 8 | 7 | 4 | 5 | 9 | |
| 7 | 7 | 0 | 3 | 8 | 7 | 4 | 5 | 9 | | |

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 2.)

| | | |
|-----------|-----------------------------------------------------|----------------|
| Sign Here | Signature of U.S. person ▶ <i>Sherry L. Baggett</i> | Date ▶ 5-27-14 |
|-----------|-----------------------------------------------------|----------------|

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (28% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

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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

PROGRAM INVOICE

Ayers Elementary School
 5120 Myrtle Drive
 Concord, CA 94521
 Grade level of students: 6th
 Program Dates: March 14-16, 2016

Contact: Laura Casdia
Position: Principal
Email: casdial@mdusd.org
Lead Teacher: Bryan McShane
Location: Camp St Francis

| Contracted | Estimated # | Tuition/costs | Total |
|-------------------------|-------------|---------------|--------------------|
| Students | 68 | \$195.00 | \$13,260.00 |
| Chaperone 1:10 | 7 | \$110.00 | \$ 770.00 |
| Teacher 1:30 | 3 | \$0.00 | \$0.00 |
| Extra Adults | | \$195.00 | \$0.00 |
| Total | | | \$14,030.00 |
| Payments Due | | | |
| Due December 14, 2015 | | 30% Deposit | \$4,209.00 |
| Credit from Spring 2015 | | | \$942.50 |
| Due February 15, 2016 | | Balance | \$8,878.50 |

| Final Payment | Final # | Tuition/costs | Total |
|--------------------------|---------|------------------------------------|--------------------|
| Students | | \$195.00 | \$0.00 |
| | | Guaranteed Student Minimum* | \$11,271.00 |
| Chaperone 1:10 | | \$110.00 | \$0.00 |
| Teacher 1:30 | | \$0.00 | \$0.00 |
| Extra Adults | | \$195.00 | \$0.00 |
| Final Total | | | \$0.00 |
| Payments Recorded | | | |
| Deposit paid | | check # | |
| Payments | | check # | |
| Late Penalty | | \$50.00/week | |
| Due | | Final Payment** | |

*The Guaranteed Student Minimum is 85% of the total maximum student cost.

**Final payment includes the student cost or the guaranteed minimum, whichever has the higher value.

Cancellation policy:

If your school needs to cancel your reservation prior to **February 15, 2016** (4 weeks prior), your deposit will not be refunded, unless the dates can be filled by another group of equal or greater number. In that case a fee of \$250.00 will be retained to cover administrative costs.

If your school needs to cancel after **February 15, 2016**, 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 student numbers from what is stated on the service agreement:

Increase in number of students: will result in a post-program invoice.

Decrease in number of students *within* the guaranteed minimum: will be charged for the total number of students that arrive on site during the program. Any over payment will be retained as credit toward a future program.

Decrease in number of students 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.

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
9/29/2015

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 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

B: AORMA WC/Safety National Cas.

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-1516-01 | 7/1/2015 | 7/1/2016 | 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-1516-01 | 7/1/2015 | 7/1/2016 | 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-1516 | 7/1/2015 | 7/1/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | \$5,000,000 |
| | IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW | | | | 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 use of facilities for Westwood's 5th Grade Outdoor Education Camp on March 21 - 23, 2016.

CERTIFICATE HOLDER

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

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 SERVICE AGREEMENT

Please review, initial the financial statements, sign one copy and return with your holding fee to our office by December 14, 2015.

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: Laura Casdia
Position: Principal
Email: casdial@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 14, 2016** Departure date: **Wed., March 16, 2016**
Arrival time: 11:00am Departure time: 1:00pm
Location: Camp St. Francis, 2320 Sumner Ave, Aptos, CA 95003

| | |
|---------------------------------|----|
| Maximum number of students: | 68 |
| Estimated number of chaperones: | 7 |
| Estimated number of teachers: | 3 |
| Total participants: | 78 |

Additional students above the maximum 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 (4 weeks prior to program date), 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
Seaside, CA 93955

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Financial agreement for Ayers Elementary School:

See Program Invoice for financial calculations.

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

Initial the financial statements below.

[Handwritten initials]

Guaranteed minimum:

We allow for a (15%) decrease in student numbers stated on this service agreement. If student numbers fall below the 15% decrease, you agree to pay **\$11,271.00**, which is 85% of student cost. (Cost for adults will be combined with this minimum.)

[Handwritten initials]

Payment schedule:

December 14, 2015: 30% Deposit (non-refundable) = **\$4,209.00** must be received or your reservation will be relinquished.

February 15, 2016 (4 weeks prior): Final payment based on student/adult numbers.

[Handwritten initials]

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

[Handwritten initials]

Cancellation policy:

If your school needs to cancel your reservation prior to **February 15, 2016** (4 weeks prior), your deposit will not be refunded, unless the dates can be filled by another group of equal or greater number. In that case a fee of \$250.00 will be retained to cover administrative costs.

If your school needs to cancel after **February 15, 2016**, 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.

[Handwritten initials]

Change in student numbers from what is stated on the service agreement:

Increase in number of students: will result in a post-program invoice.

Decrease in number of students *within* the guaranteed minimum: will be charged for the total number of students that arrive on site during the program. Any over payment will be retained as credit toward a future program.

Decrease in number of students 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 | <i>[Handwritten Signature]</i> | 10/25/15 |
| Lead Teacher: | Bryan McShane | <i>[Handwritten Signature]</i> | 10/29/15 |
| Principal: | <i>[Handwritten Name]</i> | <i>[Handwritten Signature]</i> | 10/29/15 |