

Purchase Requisition # R 76886

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

RECEIVED

DEC 04 2013



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

Budget & Fiscal Services

THIS AGREEMENT is made this 23rd day of September, by and between the Mt. Diablo Unified School District (hereinafter "District") and Camp SEA Lab (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 13,445.00 total fee for Services 5895  
112 - 0343 - 10 - 5800  
**BUDGET CODE**

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

- a. \$ \_\_\_\_\_ per hour,
- b. \$ \_\_\_\_\_ per day, or
- c. \$ \_\_\_\_\_ per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 9/23/13. 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,

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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. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of 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. 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.
6. Rules and Regulations. All results and regulations of the 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 and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
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:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Camp SEA Lab</u>
1936 Carlotta Drive	Address: <u>100 Campus Center, BLDG. 2</u>
Concord, CA 94519-1397	<u>Seaside, CA 93955</u>
Attn: Superintendent	Phone: <u>(831) 582-3681</u>
	Fax: <u>(831) 582-3691</u>
	Tax ID #: <u>77-0387459</u>

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 business day next 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

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that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature] 10/24/13  
Budget Administrator Date

By: [Signature] 25 Nov 2013  
Maria A.Y. Garcia  
Director of Operations

Title: [Signature] Principal

Title: University Corporation at Monterey Bay

Authorized by: [Signature] 12/11/13  
Assistant or Associate Superintendent Date

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

**TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR**

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

[Signature] 10/24/13  
Administrator's Signature Date

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

[Signature]  
Originator's Signature

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

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

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EXHIBIT A

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

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The Program dates are: Monday, 3/10/14 to Wednesday, 3/12/14.

The contractor will provide 3 days of program and 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 programmatic implementation.

The contractor will provide the supplies and materials for their planned activities.

Cost not to exceed \$13,445.00.

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Services of Contractor arranged by

  
Signature

Ayers Elementary School  
Department / School



Camp SEA Lab  
Science, Education & Adventure

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:** Tuition covers food, housing and program costs.

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.

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

WMD **Payment schedule:**  
**October 4, 2013:** Non-refundable holding fee of \$250.00 must be received or your date will be relinquished. *Waived per Chris Gibson.*  
**November 15, 2013:** 30% Deposit (minus your holding fee) = \$3,783.50  
**February 10, 2014** (4 weeks prior): Final payment based on your student/adult numbers.

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

WMD **Cancellation policy:**  
If your school needs to cancel your reservation prior to **February 10, 2014** (4 weeks prior), your deposit will not be refunded, unless the dates can be filled by another group of equal or greater number. The non-refundable holding fee will be retained to cover administrative costs.  
If your school needs to cancel after **February 10, 2014**, no refunds will be offered.  
If program activities are canceled due to weather or other unforeseen occurrences, no refund of those activity costs will be provided.

KAW **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:	<u>Amity Wood</u>	<u>[Signature]</u>	<u>9/9/13</u>
Lead Teacher:	<u>Karen Ward</u>	<u>[Signature]</u>	<u>9/28/13</u>
Principal:	<u>Susan Petersen</u>	<u>[Signature]</u>	<u>10/28/13</u>

[Signature] 12/11/13  
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<b>CERTIFICATE OF COVERAGE</b>		DATE (MM/DD/YYYY) 12/4/2013
<b>PRODUCER</b> 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).
<b>NAMED COVERED PARTY</b> University Corporation at Monterey Bay 100 Campus Center Seaside CA 93955-8001		<b>PROGRAM AFFORDING COVERAGE</b> 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> MEMORANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	AORMA-1314-01	7/1/2013	7/1/2014	EACH OCCURRENCE	\$5,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$5,000,000
					GENERAL AGGREGATE	\$5,000,000
					PRODUCTS-COMP/OP AGG	\$5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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	AORMA-1314-01	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						\$
B	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	5558	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					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, agents, employees and volunteers are named as additional covered parties as respects the use of facilities at Ayer Elementary for 5th Grade Students Outdoor Education on March 10 - 12, 2014.  
 This cancels and replaces certificate or evidence issued on November 21, 2013.

<b>CERTIFICATE HOLDER</b> MDUSD 1936 Carlotta Drive Concord CA 94519	<b>CANCELLATION</b> 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 <i>Memo Song</i>
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