

Purchase Requisition #

R72205

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 19<sup>th</sup> 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: ~~\$4,155.00~~ ~~CD~~ \$15,965.00  
\$10,497.50 total fee for Services

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 9/19/12. 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> <i>University Corp</i>
1936 Carlotta Drive	Address: <u>100 Campus Ctr. Bldg. 42</u> <i>ret Monterey, Ca</i>
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>77-0887489</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.

- 1. 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.
- 2. 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: Charla Hernandez 9/19/12  
Budget Administrator Date

By: [Signature] 15th Nov 2012  
Date

Title: Principal

Title: Director of Operations

Authorized by: [Signature] 1/14/13  
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.

Charla Hernandez 9/19/12  
Administrator's Signature Date

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

Charla Hernandez  
Originator's Signature

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 TO BE PERFORMED BY CONTRACTOR

Program dates March 18th - 20th, 2013.

Outdoor Education program @ Camp St. Francis  
for Ayers 5th Grade students.

3 Days of program & 2 nights lodging w/ 6  
meals

- Naturalist Instructors, on site instructor
- Coordination of all site logistics & programmatic  
implementation
- Supplies for all activities.

Services of Contractor arranged by

Charles Hernandez  
Signature

Ayers  
Department / School



SASS/BH

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 and make corrections, initial the financial statements, sign one copy and return with your holding fee to our office by September 28, 2012.

**School information:**

Ayers Elementary School  
 5120 Myrtle Drive  
 Concord, CA 94521  
 Phone: 925-682-7686  
 Fax: 925-827-2621  
 Mt Diablo Unified School District  
 Grade level of students: 5th

Contact: *Charla Hernandez*  
~~Sherry Brauer~~  
 Position: Principal  
 Email: mcshaneb@mdusd.k12.ca.us  
 Day phone: 925-682-7686  
 Cell phone: 925-595-5054  
 Contra Costa County  
 Lead Teacher: Bryan McShane

**Program information:**

Arrival date: **Mon., March 18, 2013** Departure date: **Wed., March 20, 2013**  
 Arrival time: 11:00am Departure time: 1:00pm  
 Location: Camp St. Francis, 2320 Sumner Ave, Aptos, CA 95003

Estimated number of students:  
 Estimated number of chaperones:  
 Estimated number of teachers:  
 Total participants:

62	69	CH
8	8	
2	3	
<hr/>	<hr/>	
70	80	

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 programmatic implementation
- ❖ Supplies for all activities: includes student journals and student T-shirts

**Ayers Elementary 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 at Camp St. Francis.
- ❖ 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.

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: \$190.00

Adults: teachers at 1:30 teacher/student ratio are free  
chaperones at 1:10 chaperone/student ratio are \$95.00  
adults over these ratios pay full rate of \$190.00

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

— **Guaranteed minimum:** We allow for a (15%) decrease in estimated total numbers. If participant numbers fall below the 15% decrease, you agree to pay \$10,497.50, which is 85% of the contracted total.

— **Payment schedule:**  
**September 28, 2012:** Non-refundable holding fee of \$250.00 must be received or your date will be relinquished.  
**November 13, 2012:** 30% Deposit (minus your holding fee) = \$3,455.00  
**February 18, 2013 (4 weeks prior):** Final payment based on your 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 18, 2013** (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 18, 2013**, 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.

— **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		8/27/12
Lead Teacher:	Bryan McShane		9-19-12
Principal:	Charla Hernandez		9/19/12



Camp SEA Lab  
 Science Education & Adventure

Camp SEA Lab  
 100 Campus Center Bldg.42, Seaside, CA 93956  
 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: 5th  
 Program Dates: March 18-20, 2013

**Contact:** Charla Hernandez  
**Position:** Principal  
**Email:** mcshaneb@mdusd.org  
**Lead Teacher:** Bryan McShane  
**Location:** Camp St Francis

**Statement:**

Contracted	Estimated #	Tuition/costs	Total
Students	69	\$190.00	\$13,110.00
Chaperone 1:10	7	\$95.00	\$ 665.00
Teacher 1:30	3	\$0.00	\$ 0.00
Extra Adults	1	\$190.00	\$190.00
<b>Total</b>			<b>\$13,965.00</b>
<b>Due Sept 28, 2012</b>		<b>Holding Fee</b>	<b>\$250.00</b>
<b>Due Nov. 13, 2012</b>		<b>30% Deposit - Holding Fee</b>	<b>\$3,939.50</b>
<b>Due February 18, 2013</b>		<b>Balance</b>	<b>\$9,775.50</b>

Final Payment	Final #	Tuition/costs	Total
Students		\$190.00	0
Chaperone 1:10		\$95.00	\$0.00
Teacher 1:30		\$0.00	\$0.00
Extra Adults		\$190.00	\$0.00
<b>Final Total</b>			<b>\$0.00</b>
<b>Guaranteed Minimum*</b>			<b>\$10,497.50</b>
Holding Fee		check #	
Deposit paid		check #	
Payments		check #	
Late Penalty		\$50.00/week	\$ 0.00
Due		<b>Final Payment**</b>	

\*The Guaranteed Minimum is 85% of the original contracted total.

\*\*Final payment is based on the final total or the guaranteed minimum, whichever has the higher value.

**Cancellation policy:**

If your school needs to cancel your reservation prior to February 18, 2013 (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 18, 2013, no refunds will be offered.

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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.