

MEMORANDUM OF UNDERSTANDING

FOR PARTICIPATION IN THE SLY PARK ENVIRONMENTAL EDUCATION PROGRAM

THIS AGREEMENT is between the Sacramento County Superintendent of Schools, (hereinafter "SCOE"), and the MT. DIABLO UNIFIED SCHOOL DISTRICT (hereinafter "District") for use of the Sly Park Environmental Education Center Campus (hereinafter "Sly Park") during the week of April 18-22, 2011 for the Mt. Diablo Elementary School.

RECITALS

WHEREAS, SCOE will make available Sly Park to the District for District schools wishing to participate in the Environmental Education Program;

WHEREAS, District desires to allow its schools to participate in the Sly Park Environmental Program at Sly Park;

WHEREAS, District agrees that the authority and responsibility with respect to the conduct of District schools and their participants while using the Sly Park Campus shall rest with SCOE acting through its authorized representatives. SCOE-authorized representative at the Sly Park Campus shall be the Sly Park Director;

NOW THEREFORE, in consideration of the mutual promises made herein, SCOE and District agree as follows:

I. COUNTY RESPONSIBILITIES

1. SCOE will make available to the District its Outdoor Center at Sly Park, El Dorado County, as stated below for District schools wishing to participate in the Environmental Education program. Schools will arrange participation dates directly with the designated representative at the Sly Park site.
2. SCOE shall be responsible for providing the food service for pupils in attendance. SCOE also agrees to provide food and lodging at the Center for the District teachers and chaperones accompanying the pupils within the stated ratio specified in II (4); all additional adults and chaperones shall pay the regular fee charged for this service.

II. DISTRICT RESPONSIBILITIES

1. The District agrees to comply with the terms of this Agreement, the rules and regulations of the United States Forest Service and the Sly Park Educational Center, and applicable city, state, and federal laws and regulations.
2. The District will also require participating District schools to comply with this Agreement, the rules and regulations of the United States Forest Service and the Sly Park Educational Center, and applicable city, state, and federal laws and regulations.

3. The District is responsible for the transportation of its pupils, staff, adult chaperones and high school chaperones to and from the Sly Park Campus including the transportation of all personal belongings.
4. The District is responsible for providing one certificated classroom teacher for each of its school's classes in attendance at the Sly Park Campus, not to exceed a ratio of 34 students to one teacher. The District is also responsible for providing adult chaperones not to exceed a ratio of 12 male pupils to one male chaperone and 12 female pupils to one female chaperone. The District may substitute male high school students, age 16-18, for no more than 50% of their male adult chaperones and female high school students, age 16-18, for no more than 50% of their female adult chaperones. Student chaperones shall be supervised by District staff. Each classroom teacher, adult chaperone and high school chaperone shall be available to assist in supervising students, at the direction of the Sly Park Director. In the event that a District teacher or chaperone is not available, SCOE reserves the right to hire a SCOE teacher to assist in supervising, and the District will be invoiced and agrees to pay for the services of that SCOE teacher.
5. District shall require all District employees, and adult chaperones who may have contact with District pupils while participating in the Sly Park Environmental Education Program, to be fingerprinted for a criminal record background check.
6. The District shall leave the Sly Park Campus in the same condition as when it arrived, reasonable wear and tear excepted, and shall reimburse SCOE for the actual costs of repairing or replacing any damage to the Sly Park Campus caused by District pupils, chaperones, volunteers or staff and may result in the district, or the participating school, being denied participating in the Sly Park Environmental Education Program in the future.
7. Each person attending Sly Park shall be required to furnish a sleeping bag, or blankets and sheets and all clothing and personal effects needed. Participants may not store food in the sleeping areas.

III. PAYMENT

1. The District shall require each school to make a \$20.00 per student (\$50.00 per student for programs taking place on Saturday or Sunday) non-refundable deposit as a confirmation of their reservation.
2. The District shall be billed and agrees to pay on the basis of the number of pupils that actually attend, but not less than 90% of the number of spaces reserved by the District, including increased attendance pursuant to paragraph III(4). Programs receiving exclusive use of the facility have an additional requirement that their minimum payment will not fall below seventy-five (75) students.
3. Should the District or its participating school, regardless of the reason, make a unilateral decision to cancel a reservation that has been confirmed with a deposit, the District shall be billed and agrees to pay a cancellation fee equal to the full fee for 75% of the number of spaces reserved including any increase in reservation made pursuant to paragraph III(4).
4. Should the District attendance increase more than 10% of the confirmed number of spaces reserved, the District shall inform SCOE in writing at least ten (10) days prior to the use

starting date. Acceptance of the increase in reservation is subject to available accommodations and an additional deposit amount may be required.

5. SCOE will invoice the District using the following rate schedule for the 2010/2011 school year:

Amounts are per student and adults or chaperones above the amount specified in II (4)

5-day/4-night program \$235.00

4-day/3-night program \$200.00

3-day/2-night program \$165.00

IV. PROHIBITIONS

The District, its employees, chaperones, volunteers, and students are prohibited from bringing any alcohol, tobacco, weapons or illegal substances onto the Sly Park Campus.

V. NON-DISCRIMINATION

District shall not discriminate on the basis of race, religion, sex, national origin, age and/or handicap in employment and/or operation of its programs.

VI. INDEMNIFICATION / HOLD HARMLESS

District shall defend, hold harmless and indemnify SCOE and each of its officers, employees, and agents against any and all claims, demands, causes of action, damages (including damages to SCOE's property), costs, and liabilities, in law or in equity, of every kind and nature whatsoever, which arise out of or are in any way connected with the use and occupation of the Sly Park campus described herein. To the fullest extent legally permissible, this indemnity and hold harmless agreement by the District shall apply to any and all acts or omissions, whether active or passive, on the part of the District or its agents, employees, representatives, resulting in a claim or liability, irrespective of whether or not any acts or omissions of any of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of SCOE.

SCOE shall defend, hold harmless and indemnify the District and each of its officers, employees and agents against any and all claims, demands, causes of action, damages, costs, and liabilities, in law or in equity, which was caused by the active negligence, the sole negligence, or the willful misconduct of SCOE.

VII. INSURANCE

District shall maintain in full force and effect during the term of this Agreement and each District school's occupation of the Sly Park Campus as herein provided, at District's expense, a comprehensive liability insurance policy in an amount not less than TWO MILLION (\$2,000,000) DOLLARS for each occurrence. All insurance policies shall name SCOE, its officers, employees, and agents, as additional insured.

District shall furnish SCOE, prior to any District school's occupancy of the Sly Park Campus, a copy of the policy of insurance showing the insurance to be in full force and effect during the entire term of the District school's occupancy and covering any claims that may arise from District's use of the Campus.

The District acknowledges that it has received an adequate certificate of insurance from SCOE naming the District as an additional insured.

VIII. TERMINATION

SCOE may terminate this agreement if the District or District school fails to abide by the terms set forth in this Agreement. In the event of such a breach of the Agreement, SCOE shall give the District an opportunity to immediately remedy the breach, unless the breach constitutes a severe and imminent threat to the health and safety of pupils or staff.

In the event the breach is not remedied immediately, SCOE through the Sly Park Campus Director, may revoke any and all privileges under this agreement including the removal of the District school group or any individual failing to comply with the terms of this Agreement from the Sly Park Campus.

IX. NON-ASSIGNMENT.

This Agreement may not be transferred or assigned without the express written consent of SCOE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated below.

SACRAMENTO COUNTY OFFICE OF EDUCATION

By: Phil Romig _____ Date: 3/29/11
Title: Director *Phil Romig*

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____ Date: 4/1/11
Title: *Asst Supt*

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/25/2011

PRODUCER Wells Fargo Insurance Services USA, Inc. 1039-A North McDowell Blvd. Petaluma, CA 94954 707-773-2900	INSURERS AFFORDING COVERAGE INSURER A: Schools Insurance Authority JPA INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

 MAR 29 2011
 General Counsel
 MDUSD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

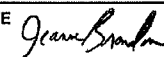
COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Ref.No.2010MOLC	07/01/2010	07/01/2011	EACH OCCURRENCE	\$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				BODILY INJURY (Per accident)	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				PROPERTY DAMAGE (Per accident)	\$
A		OTHER Errors & Omissions	Ref.No.2010MOLC	07/01/2010	07/01/2011	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
						WC STATU-TORY LIMITS	
						OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
							\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Sly Park visit April 18-22, 2011.
 Mt. Diablo Unified School District is named as additional insured under the general liability per the attached endorsement CG20111185, but only as to the liability arising out of the negligent acts of the named insured, with respects to use of facilities referenced above.
CERTIFICATE HOLDER
 Mt. Diablo Unified School District
 1936 Carlotta Dr.
 Clayton, CA 94517-1114
 Concord, CA 94519
CANCELLATION Ten Day Notice for Non-Payment
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

RECEIVED

MAR 29 2011
General Counsel
MDUSD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

- 1. Designation of Premises (Part Leased to You):
- 2. Name of Person or Organization (Additional Insured): Mt. Diablo Unified School District
1936 Carlotta Dr.
Clayton, CA 94517-1114
- 3. Additional Premium: Concord, CA 94519

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Re: Sly Park visit April 18-22, 2011.

Mt. Diablo Unified School District is named as additional insured under the general liability per the attached endorsement CG20111185, but only as to the liability arising out of the negligent acts of the named insured, with respects to use of facilities referenced above.

RECEIVED

MAR 29 2011

General Counsel
MDUSD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.