

Purchase Requisition # R# 75281

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



PERSONNEL SERVICES

AUG 12 2013

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

MDUSD

THIS AGREEMENT is made this 7th day of August, by and between the Mt. Diablo Unified School District (hereinafter "District") and Marin Co. College (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:

\$ 40,861.00 total fee for Services

191-0843 10 5895
BUDGET CODE

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 40,861.00 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 10/21/13. 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:

DISTRICT

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

CONTRACTOR

Name: Marin Co. office of Ed.
 Address: P.O. Box 4925
San Rafael, CA 94913-4915
 Phone: 415-472-4110
 Fax: 415-491-6625
 Tax ID #: 94-602431

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: Cellean Dawd 8/8/13
Budget Administrator Date

By: [Signature] 8/7/13
Date

Title: Principal

Title: Ranch Manager

Authorized by: Rose Lu 8/11/13
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input checked="" type="checkbox"/>	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	
<input checked="" type="checkbox"/>	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.
<u>Cellean Dawd</u>	<u>8/8/13</u>
Administrator's Signature	Date

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

Cellean Dawd
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>

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Students participate in a hands-on ecology program studying ecosystems, animal and plant life, and the interaction of life. The outdoor school is the classroom for real life observations.

Certificated staff always present.

Services of Contractor arranged by

Gillian Dowd
Signature

Walnut Acres
Department / School



MARIN COUNTY OFFICE OF EDUCATION

RECEIVED
AUG 09 2013
SASS/MEUSD
(415) 472-4110
FAX (415) 491-6825
TDD (415) 491-6611

1111 Las Gallinas Avenue P.O. Box 4925
San Rafael, CA 94913-4925
msass@msass.k12.ca.us

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

School Name: Walnut Acres Elementary
Arrival Date: Monday, October 21, 2013
Departure Date: Friday, October 25, 2013

Number of Days: 5
Fee Level: 2

AGREEMENT

THIS AGREEMENT, entered into this 8 day of July, 2013 by and between the MARIN COUNTY OFFICE OF EDUCATION, hereinafter referred to as "County Superintendent", and the ML Diablo Unified School District, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the County Superintendent, pursuant to Education Code Sections 8760-8773, maintains an outdoor science education and conservation education program at the Marin County Outdoor School at Walker Creek Ranch in Petaluma, California; and

WHEREAS, District is desirous of participating in said program;

NOW, THEREFORE, BE IT HEREBY AGREED AS FOLLOWS:

1. District shall receive the state apportionment based on Average Daily Attendance.
2. **District is responsible for supervision of its students.**
3. District shall pay all salaries of personnel who are regularly employed by the District and assigned to duties in connection with this program.
4. District shall pay all costs of transportation for its students and employees in connection with this program.
5. District shall pay the amounts to County Superintendent as its proportionate share of the cost of this program as stated on the attached Marin County Outdoor School Fee Schedule, and the corresponding Fee Levels -(Level 1, Level 2, Level 3) for the dates of District attendance as noted.

a. The cost of a five-day program is \$ 309 per student and \$ 229 per teacher.

b. The cost of a Four-day program is \$ 279 per student and \$ 199 per teacher.

c. In addition, District shall pay per person, a prorated portion thereof, for lodging and meals for any student or teacher who does not attend for the entire program.

6. District shall participate in said program for the 2013/14 school year by sending up 102 students to the program and shall comply with the regulations of the County Superintendent established for the maintenance of this program.

7. District agrees to pay the fee for the actual number of students in attendance or for 90% of the number of students set forth in paragraph #6, whichever is greater, whether or not the pupils actually attend the Marin County Outdoor School, unless notice of change has been given in writing 120 days prior to the week of attendance.

School Name: Walnut Acres Elementary
Arrival Date: Monday, October 21, 2013
Departure Date: Friday, October 25, 2013

Number of Days: 5
Fee Level: 2

8. County Superintendent shall pay all costs of maintaining and managing the program, including salaries of personnel, food, lodging, etc., except as herein stated. The program shall be under the direction of the County Superintendent and the final decision on its operation shall rest with the County Superintendent; however, the County Superintendent shall consult with the District and, if possible, adjust the program to fit the particular requirements of the District.

9. As soon as the total costs have been determined and the charges to the respective District computed, County Superintendent shall send appropriate billing to the District. Upon confirmation by the District that this amount is correct, the District or responsible school organization shall authorize payment in the appropriate amount to the Marin County Schools Service Fund. If payment for services will be made by any organization other than the District (i.e. PTA group), please indicate here:

10. County Superintendent shall maintain adequate liability insurance to cover its operations under this program; however, it shall also be the responsibility of District to provide appropriate liability insurance covering the activities which may be under the control or supervision of District.

11. In addition to the charges outlined above, District shall be responsible for any additional costs occasioned by its use of the facilities, such as, but not limited to, damage to the grounds, equipment or buildings.

12. The dates for the 5 day program assigned for your District are:
Arrive on: Monday, October 21, 2013
Depart on: Friday, October 25, 2013

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTENDING SCHOOL

By: Colleen Dowd

Title: Principal

School: Walnut Acres Elementary
Address: 180 Cerezo Drive
Walnut Creek, CA 94598

District: Mt. Diablo Unified

Address:
1936 Carlotta Drive
Concord, CA 94519

WC121:5/13

Rose Lock
Rose Lock
Asst. Superintendent,
MDOUSD

MARIN COUNTY OFFICE OF EDUCATION

Mary Jane Burke

Marin County Superintendent of Schools

MARIN COUNTY OUTDOOR SCHOOL

By: George Stratman
Title: Ranch Manager/Outdoor School Principal

Please review and sign Agreement and return to us ASAP by email, fax or mail.

Mail to: Pam Gambonini
Marin County Outdoor School
1700 Marshall-Petaluma Road
Petaluma, CA 94952
(415)663-8854 Fax
email:pgambon@marin.k12.ca.us