

Purchase Requisition # R 95390

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BUDGET & FISCAL SERVICES
MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

ES ASST SUPERINTENDENT

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

On File
Attached W-9 Insurance

THIS AGREEMENT is made this 20th day of Sept 2016 and between the Mt. Diablo Unified School District (hereinafter "District") and Westminster Woods (hereinafter "Contractor").

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 \$ 32,672⁰⁰ for Services 176 - 0343 - 10 - 5895 \$ 32,672⁰⁰

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

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

BUDGET CODE(S)

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 Sept 20, 2016. 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 ____ 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.

Purchase Requisition # _____

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: Westminster Woods
 Attn: _____
 Address: 6510 Bohemian Way
Occidental, CA 94563-9106
 Phone: (707) 874-2426
 Fax: (707) 874-9129
 Tax ID #: 26-2307754

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

Purchase Requisition # R95390

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

WESTMINSTER WOODS
Name of Company/Organization or Independent Contractor/Consultant

By: Marie Schirmer 9/20/16
Signature of Principal/Budget Administrator Date

By: Chris Rhodes 9/29/16
Signature of Contractor/Consultant Date

Title: Marie Schirmer
Print Name and Title Marie Schirmer

Title: CHRIS RHODES - EXECUTIVE DIRECTOR
Print Name and Title

Authorized and Approved by: Interim Principal

Marie Schirmer
Superintendent or Designee Date

John Lagan 10/24/16
Superintendent or Designee

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

Maggie Meme 09/20/16 Sequoia Elementary
Originator's Signature Date Site/Department Originating this Contract
Maggie Meme, Office Manager
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

Purchase Requisition # _____

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

Dates of Trip April 25-28, 2017

Westminster Woods Camp and Conference Center

6510 Bohemian Highway, Occidental, CA, USA, 95465

Phone: (707) 874-2426



INVOICE

September 14, 2016

Mt. Diablo Unified School District
Maggie Meme
277 Boyd Rd
Pleasant Hill CA 94523
USA

Charges

Sequoia School (Pleasant Hill) SP 2017: 4/25/2017 to 4/28/2017

Date	Description	Amount
09-14-16	Student. 3 Nights/ 9 Meals (101 @ \$298.00)	\$30,098.00
09-14-16	Student Discount, 2017 Field Trip (101 @ (\$6.00))	(\$606.00)
09-14-16	Student, High Ropes Fee (101 @ \$5.00)	\$505.00
09-14-16	Student High Ropes Fee Waived per Edu. Director (101 @ (\$5.00))	(\$505.00)
09-14-16	Adult Chaperone, 3 Nights/ 9 Meals (14 @ \$224.00)	\$3,136.00
09-14-16	Adult Chaperone Discount, 2017 Field Trip (14 @ (\$4.00))	(\$56.00)
09-14-16	Pool Use, 100 Students (1 @ \$100.00)	\$100.00
		\$32,672.00

Payments

Total Charges:	\$32,672.00
Payments:	\$0.00
Postdated Payments:	\$0.00
Amount Due:	\$32,672.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Church & Casualty Ins Agency Inc 3440 Irvine Ave Newport Beach CA 92660		CONTACT NAME: Rebecca Bradhurst CISR PHONE (A/C No, Ext): (800) 995-7525 FAX (A/C, No): (800) 995-7521 E-MAIL ADDRESS: beckie@churchandcasualty.com															
INSURED WESTMINSTER WOODS CAMP & CONFERENCE CENTER 6510 BOHEMIAN HWY OCCIDENTAL CA 95465-9101		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Church Mutual Insurance Co</td> <td>18767</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Church Mutual Insurance Co	18767	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL16101450213

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	0204508-02-695526	6/1/2014	6/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		09-882868	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	07-890485	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance for work performed by Camp Staff on behalf of Sequoi Elementary School on Insured's premises, 6510 Bohemian Way, Occidental, CA on April 25-28, 2017. Certificate holder is named additional insured (does not apply to auto, worker's comp) but only with respect to the activities of the Named Insured on the above described premises. All activities/operations not specifically ran/or conducted by the Named Insured are excluded. endo A2014 attached 10*days for nonpayment of premium and 30*days for any other reason

CERTIFICATE HOLDER**CANCELLATION**

Mt Diablo Unified School District, its officers, officials, agents, employee & volunteers 1936 Carlotta Drive Concord, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J Taheri Kenari/JANIC <i>Jamie Taheri Kenari</i>
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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name:	Mt Diablo Unified School District, its officers, officials, agents, employees, & volunteers	
Address:	1936 Carlotta Drive	
	Concord	CA
	City	State
		94519
		Zip
Activity:	work performed by Camp Staff on behalf of Sequoi Elementary School on Insured's premises, 6510 Bohemian Way, Occidental, CA policy#:0204508-02-695526	
Date(s):	April 25-28, 2017	

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

A2014 (12-07)

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Copyright, ISO Properties, Inc., 2004.

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Westminster Woods Camp and Conference Center

6510 Bohemian Highway, Occidental, CA, USA, 95465

Phone: (707) 874-2426



INVOICE

October 19, 2016

Mt. Diablo Unified School District
Maggie Meme
277 Boyd Rd
Pleasant Hill CA 94523
USA

Charges

Sequoia School (Pleasant Hill) SP 2017: 4/25/2017 to 4/28/2017

Date	Description	Amount
09-14-16	Student, 3 Nights/ 9 Meals (101 @ \$298.00)	\$30,098.00
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09-14-16	Pool Use, 100 Students (1 @ \$100.00)	\$100.00
		\$32,672.00

Payments

Total Charges:	\$32,672.00
Payments:	\$0.00
Postdated Payments:	\$0.00
Amount Due:	\$32,672.00

TERMS:

A deposit in the amount of **\$6,000.00** is due by **11/30/2016** to hold your reservations.

Remaining balance after deposit is paid is payable upon arrival and is considered past due if not paid prior to departure from Camp unless prior arrangements have been made with the Camp Business Manager..

April 7, 2016

MEMORANDUM

TO: Principals and Site Administrators
FROM: Donald A. Velez, Jr., General Counsel
RE: Excluded Activities



This revised memo is similar to those issued in prior years, and contains several clarifications. This list is non-exclusive. If you have a concern about whether an activity falls under one of the excluded categories and/or whether an activity creates a safety concern, please contact our office.

Please alert your staff that the District cannot sponsor or accept liability for any trip, project, club, tournament, etc., which includes the following activities:

- Trampolines, including mini-trampolines, rebounding devices, etc.
- Bounce Houses, velcro walls, boxing ring, jousting or inflatables of any kind such as "Hamster Balls" or "Robo-Surfing"
- Pogo sticks or pogo balls
- Scuba/Snorkeling
- Aircraft
- Hang-Gliding
- Bonfires
- Fireworks
- Skateboarding, roller-skating, roller-blading, ice-skating or hover boards
- Wave-boarding or snow-boarding
- Motorcycling
- Auto Racing
- Surfing
- Skiing
- Personal Watercraft
- Dunk Tanks
- Powder Puff Football (without prior approval by General Counsel's office)
- Rocket or jet propelled items (without prior approval by General Counsel's office)

Fund-raising projects, carnivals, etc., sponsored by the PTA, PFC, or Booster Club continue to be excluded from coverage under the District's liability program. The District requires that all parent-faculty and booster clubs carry their own liability insurance. The PTA also has a list of excluded activities for their organization.

Thank you for your cooperation.

cc: Office Managers