4.

R77492

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

1	RECEIVED	
	JAN 15 2014	7
	SASS/MDUSD	

Distric	THIS A	AGREE after "D	MEN Distric	IT is made ct") and	this 14th o	day ofJ ounty Office	anuary 2014 of Education	, b	by and between the Mt. Diablo Unified Schoo (hereinafter "Contractor").
Agreen		t hereb	y en	gages Cor	itractor to	render d	escribed :	servi	ices under the terms and conditions of thi
1.	Perform	nance o	f Ser	vices					
	(a)	of this method materia Contra	Agi d, an als, t ctor	reement a d details of tools, tran may, at C	s an inder of perform isportation, Contractor's	nendent coing the Someon and wo	ontractor. ervices. orkspace i pense, use	Contraction Contra	Exhibit "A" (hereinafter "Services") on page a particular will determine the means, manner tractor shall be responsible for providing the ssary for the performance of the services an District employees to perform the Services the written approval of the District only.
	(b)	profess solely direction	siona respo on, o	I manner, onsible for r control f	without the the profes	e advice, ssional pe ct. Conti	control, o erformance actor shal	or sup e of t I hav	tions and ability to perform the Services in a pervision of the District. Contractor shall be the services, and shall receive no assistance we sole discretion and control of Contractor's
2.	Compe basis:	nsation.	Dis	trict agree	s to compe	ensate Cor	ntractor for	r the	performance of the Services on the following
	\$	35,000.	<u>00</u> to	tal fee for	Services				187 - 0343 - 10 - 58¶\$ BUDGET CODE
	The bas	sis of the	e fee	for Servic	es shall be	as follow	s:		
		a. b. c.	\$ \$ \$		_ per hour, _ per day, o _ per enga	or			
	Check of	one:							
					entractor sl		ce District	on a	a monthly basis or as agreed to for all hours
	V								ompletion of services. District Administrator ave been performed.
	Contrac	tor shal	l be r	esponsible	for all exp	penses inc	urred in a	ssoci	iation with the performance of the Services.
					Agreement vices or w				on <u>1/13/14</u> . This Agreement will terminate rth below.
	party. provisio	Should ons, the	eithenon-	er party d breaching	efault in t	he perfor terminate	mance of e this Agr	this eeme	ng thirty (30) days written notice to the other Agreement or materially breach any of its ent by giving written notice to the breaching aid notice.

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,

Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent

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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. <u>Fingerprinting and Criminal Records Check of Contractor's Employees.</u> 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. <u>Rules and Regulations</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Notice</u>. 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 <u>CONTRACTOR</u>

Mt. Diablo Unified School District

1936 Carlotta Drive Concord, CA 94519-1397

Attn: Superintendent

Name: Marin County Office of Education

Address: 1111 Las Gallinas Avenue/P.O. Box 4925
San Rafael, CA 94913-4925

Phone: (415) 472-4110 Fax: (415) 491-6625

Tax ID #: 946-022-431

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. <u>Entire Agreement of Parties.</u> 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. <u>California Law.</u> 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. <u>Waiver</u>. 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: Budget Administrator Date	By: Date				
Title: Principal	Title:				
Authorized by: Assistant or Associate Superintendent	Date				
Approved:Assistant Superintendent of Personnel	Date				
TO BE COMPLETED BY DISTR	ICT BUDGET ADMINISTRATOR				
It is my determination that this contractor i regarding the submission of fingerprints to the	s not required to comply with Ed. Code §45125.1 Department of Justice.				
C	OR .				
	s of Ed. Code §45125.1 and will not begin services nent of Justice has completed its criminal background				
Administrator's Signature Date					
Prior to commencement of service, sign and forward completed original contract to Fiscal Services. May Calberk 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

that any action or proceeding brought to en maintained in Contra Costa County, California.	force the terms and conditions of this Agreement shall be
Agreement, the prevailing party shall be entit reasonable attorneys' fees to be fixed by the correcover its costs of suit, whether or not suit pro-	or brings any proceedings against the other arising out of thi led to recover, in addition to its costs of suit and damages art. The "prevailing party" shall be the party who is entitled to beecds to final judgment. No sum for attorneys' fees shall but for purposes of determining whether a party is entitled to it
14. <u>Waiver</u> . The waiver by either party of any brea not be deemed to be a waiver of such term, cov other term, covenant, or condition herein contain	ach of any term, covenant, or condition herein contained shal enant, condition, or any subsequent breach of the same or any ned.
IN WITNESS WHEREOF, the parties hereto have execu	ated this Agreement on the date first above written.
MT. DIABLO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By: Day O. Calberk July Date	By: 1/22/14 Date
Title: Principal	Title: Ranch Manager
Authorized by: Assistant or Associate Superintendent Approved: Assistant Superintendent of Personnel	Date
TO BE COMPLETED BY DISTE	RICT BUDGET ADMINISTRATOR
lt is my determination that this contractor regarding the submission of fingerprints to the	is not required to comply with Ed. Code §45125.1
This contractor is subject to the requirement	is of Ed. Code §45125.1 and will not begin services ment of Justice has completed its criminal background
Administrator's Signature Date	ē
Prior to commencement of service, sign and forward control of the Calberra of Signature Billing Address if reimbursed by outside agency—i.e. AS	
	Distribution original: Fiscal Services for payment copy: Contractor copy: Originator/Budget Administrator

Purchase Requisition #	R77492
EXHIBIT A	

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

The annual Outdoor Education program is aligne school program for fifth grade students.	d with the Science framework for California Public Schools in order to supplement the regula				
Students from Valhalla Elementary School will a	attend Walker Creek Ranch from Monday, March 24, 2014 to Thursday, March 27, 2014.				
Walker Creek and the District's Outdoor Ed program will teach students to collect data, investigate natural processes, and draw conclusions passed on first-hand experiences with the environment. Interdisciplinary learning synthesizes The Arts, History, Language Arts, Science and Math. The curriculum includes studying basic ecologic principles, nature of the physical world, identification and classification of plants and mimals, and their relationship with human beings and the rest of the world.					
The evening programs include campfires, skits, n	night hikes, astronomy, folk/square dancing, and cooperative team building activities.				
Walker Creek provides schools with an instructional staff of six permanent naturalists and four inters, as well as a garden intern. The instructional staff have earned BA/BS degrees in Environmental Science or related fields.					
Services of Contractor arranged by	Signature				
	Principal, Valhalla Elementary School				
	Department / School				



MARIN COUNTY

OFFICE OF EDUCATION

1111 Les Gallines Avenne P.O. Box 4925 Sen Rafael, CA 94913-4925 merione/Prominis 12 ca.m MARY JANEBURKE
MARIN COUNTY
SUPPRINTENDENT OF SCHOOLS

(415)472-4110 FAX (415)491-6825 TDD (415) 491-6611

School Name:

Valhalla Elementary

Arrival Date:

Monday, March 24, 2014

Departure Date:

Thursday, March 27, 2014

Number of Days:

4 -

Fee Level:

3

2nd Revised AGREEMENT

THIS AGREEMENT, entered into this 12th day of July 2013 by and between the MARIN COUNTY OFFICE OF EDUCATION, hereinafter referred to as "County Superintendent", and the Mt. Diable 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;

IOW, 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 \$ 319 per student and \$ 239 per teacher.
 - b. The cost of a four-day program is \$289 per student and \$209 per teacher.

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- 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 <u>2013/14</u> school year by sending up <u>95 students</u> 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: Valhalla Elementary

Number of of Days:

4 3

Arrival Date:

Monday, March 24, 2014

Fee Level:

Departure Date: Thursday, March 27, 2014

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 4 day program assigned for your District are: Arrive on: Monday, March 24, 2014 Depart on: Thursday, March 27, 2014

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

ATTEN	DING SCHOOL
Ву:	Rose Sod
Title: -	Cost Dept

School:

Valhalla Elementary

Address:

530 Kiki Drive

Pleasant Hill, CA 94523

District: Mt. Diablo Unified

Address:

WC121:5/13

MARIN COUNTY OFFICE OF EDUCATION Mary Jane Burke

Marin County Superintendent of Schools

MARIN COUNTY OUTDOOR SCHOOL

George Stratman By:

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

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Northern California ReLiEF	CERTIF	ICATE OF C	OVERAGE	Issue Date 9/20/2013
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607	LICENSE#	0451271	THIS CERTIFICATE IS ISSUED AS A MATTER OF II AND CONFERS NO RIGHTS UPON THE CERTIFICA CERTIFICATE DOES NOT AMEND, EXTEND OR AL AFFORDED BY THE COVERAGE DOCUMENTS BE	ATE HOLDER. THIS TER THE COVERAGE
510-986-6750			ENTITIES AFFORDING COVERAGE:	
www.keenan.com			ENTITY A: Northern California ReLiEF	
COVERED PARTY: Marin County Office of Education			ENTITY B:	
Marin Schools Insurance Authority			ENTITY C:	
P.O. Box 4925			ENTITY D:	
1111 Las Gallinas Avenue San Rafael CA 94913			ENTITY E:	

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
А	GENERAL LIABILITY V GENERAL LIABILITY CLAIMS MADE	NCR 00601-22	7/1/2013 7/1/2014	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
Α	AUTOMOBILE LIABILITY [✓ ANY AUTO [✓ HIRED AUTO [✓ NON-OWNED AUTO [✓ GARAGE LIABILITY [✓ AUTO PHYSICAL DAMAGE	NCR 00601-22	7/1/2013 7/1/2014	\$ 25,000	combined single limit each occurrence \$ 1,000,000
Α	PROPERTY [NCR 00601-22	7/1/2013 7/1/2014	\$ 25,000	\$ 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 00601-22	7/1/2013 7/1/2014	s 25,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			s	[]WC STATUTORY LIMITS [] OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to use of MCOE Walker Creek Ranch facilities by Walnut Acres Elementary from October 21-25, 2013 and Valhalla Elementary from March 24-27, 2014 for their outdoor science education and conservation education program.

Coverage for molestation subject to the terms & conditions of the Memorandum of Coverage.

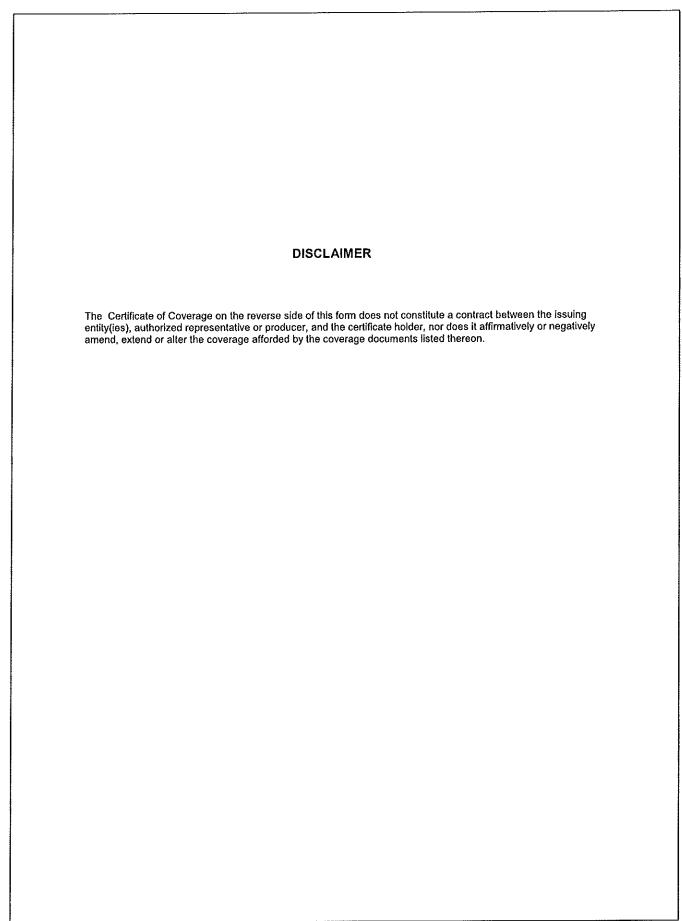
Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER:

Mt. Diablo School District Attn: Colleen Dowd 1936 Carlotta Drive Concord CA 94519 CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL EMPEWORY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BY THE WAY OF ANY WAY OF

John Stephens

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Marin County Office of Education Marin Schools Insurance Authority	NCR 00601-22	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Mt. Diablo School District 1936 Cariotta Drive Concord CA 94519

As Respects:

As respects to use of MCOE Walker Creek Ranch facilities by Walnut Acres Elementary from October 21-25, 2013 and Valhalla Elementary from March 24-27, 2014 for their outdoor science education and conservation education program. Coverage for molestation subject to the terms & conditions of the Memorandum of Coverage. Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

The Mt. Diablo School District is included as an Additional Covered Party.

Authorized Representative

Issue Date: 9/20/2013