

Purchase Requisition # R77492

**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 14th day of January 2014, by and between the Mt. Diablo Unified School District (hereinafter "District") and Marin County Office of Education (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:

\$ 35,000.00 total fee for Services 187 - 0343 - 10 - 5895  
BUDGET CODE

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

- a. \$ \_\_\_\_\_ per hour,
- b. \$ \_\_\_\_\_ per day, or
- c. \$ 35,000.00 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 1/13/14. 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,



Purchase Requisition # R77492

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: Mary D. Calbeck 4/14  
Budget Administrator Date

By: \_\_\_\_\_ Date

Title: \_\_\_\_\_  
Principal

Title: \_\_\_\_\_

Authorized by: Rose Ann 1/31/14  
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.

\_\_\_\_\_  
Administrator's Signature Date

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

Mary D. Calbeck  
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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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: Mary D. Calbeck 1/22/14  
Budget Administrator Date

By: [Signature] 1/22/14  
Date

Title: Principal

Title: Ranch Manager

Authorized by: \_\_\_\_\_  
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.

\_\_\_\_\_  
Administrator's Signature Date

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

Mary D. Calbeck  
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**

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The annual Outdoor Education program is aligned with the Science framework for California Public Schools in order to supplement the regular school program for fifth grade students.

Students from Valhalla Elementary School will 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 based 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 animals, and their relationship with human beings and the rest of the world.

The evening programs include campfires, skits, 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.

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Services of Contractor arranged by

\_\_\_\_\_  
Signature

Principal, Valhalla Elementary School

\_\_\_\_\_  
Department / School



# MARIN COUNTY OFFICE OF EDUCATION

1111 Las Gallinas Avenue P.O. Box 4925  
San Rafael, CA 94913-4925  
mcoe@marink12.ca.us

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6615  
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. Diablo Unified School District, hereinafter referred to as "District".

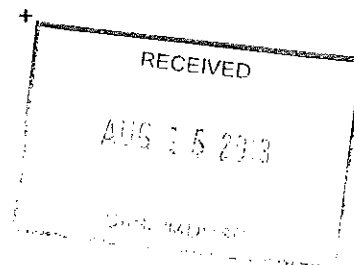
### WITNESSETH:

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 \$ 319 per student and \$ 239 per teacher.
  - b. The cost of a four-day program is \$ 289 per student and \$ 209 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 95 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: Valhalla Elementary  
Arrival Date: Monday, March 24, 2014  
Departure Date: Thursday, March 27, 2014  
Number of of Days: 4  
Fee Level: 3

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.

**ATTENDING SCHOOL**

By: Rose Ford  
Title: Asst. Supt.

School: Valhalla Elementary  
Address: 530 Kiki Drive  
Pleasant Hill, CA 94523

District: Mt. Diablo Unified

Address:  
1936 Carlotta Drive  
Concord CA 94519

WC121:5/13

**MARIN COUNTY OFFICE OF EDUCATION**  
Mary Jane Burke  
Marin County Superintendent of Schools

**MARIN COUNTY OUTDOOR SCHOOL**

George Stratman  
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

**ADMINISTRATOR:** Keenan & Associates  
 1111 Broadway, Suite 2000  
 Oakland, CA 94607  
 510-986-6750  
 www.keenan.com

LICENSE # 0451271

**COVERED PARTY:**  
 Marin County Office of Education  
 Marin Schools Insurance Authority  
 P.O. Box 4925  
 1111 Las Gallinas Avenue  
 San Rafael CA 94913

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 COVERAGE DOCUMENTS BELOW.

**ENTITIES AFFORDING COVERAGE:**  
 ENTITY A: Northern California ReLiEF  
 ENTITY B:  
 ENTITY C:  
 ENTITY D:  
 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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 00601-22	7/1/2013 7/1/2014	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 00601-22	7/1/2013 7/1/2014	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 00601-22	7/1/2013 7/1/2014	\$ 25,000	\$ 250,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 00601-22	7/1/2013 7/1/2014	\$ 25,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**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 ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, XXX XXXXX OR XXXXXXXXXX.

*John Stephens*  
 John Stephens  
 AUTHORIZED REPRESENTATIVE



## DISCLAIMER

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

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 Carotta 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