SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Gerhard Grotke / [signature] / 12/22/16
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Mt Herman Science Camp

PO Box 413 — Address
Mount Herman — City
CA — State
95041-0413 — Zip

831-335-4466 — Telephone Number
Fax Number
info@mountherman.org — Cell # or E-Mail Address

SCOPE OF WORK: To increase awareness and understanding of science through hands on lessons and concrete experiences while providing exposure to the natural world.

LOCATION OF SERVICES: 4600 Graham Hill Rd, Felton CA 95018

DATE(S) OF SERVICE: March 20, 2017 - March 24, 2017

ESTIMATED COST: _____ (and/or hourly Rate: $_____)

NAME OF PROGRAM: Mt Herman Outdoor Science

BUDGET NUMBER: _____ (or ASB funds_____)

Administrator/Program Manager Approval:

Gerry Grotke / [signature] / Date: 12/22/16
Print Name — Signature

Consultant/Contractor:

Austin Fought / Austin Fought / Date: 12-30-2016
Print Name — Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department (initials: _____) ___Human Resources ___Purchasing Department

REVISED 4-16-14 RA/RM/Vkc

Mount Hermon Outdoor Science School

Mount Hermon Association, Inc. • P.O. Box 413 • Mount Hermon, California 95041
Phone (831) 335-4466 Fax (831) 335-7485

Contract

BETWEEN PARTICIPATING SCHOOL AND MOUNT HERMON
(One signed copy to be returned to Mount Hermon with deposit)

SPONSORSHIP AND DATES

1. School Name: James Madison Grade: 5th

A. Sponsoring School: James Madison

B. Person Responsible for Science School Business: Michele Felarca

Address: 14751 Juniper St. City: San Leandro State: CA Zip: 94579

Telephone: (510) 895-7944

2. Science School Dates: Beginning Monday, March 20, 2017 Ending Friday, March 24, 2017

3. Meals to Begin with: Meal Lunch Day Monday Date 3/20/2017 Time 12:30pm

Meals to End With: Meal Breakfast Day Friday Date 3/24/2017 Time 8:30am

4. Check-In Time: 10:30am Check-out Time: 10:30am

GUARANTEE

5. Guaranteed number of full-time registrants: 50 5B. Guaranteed minimum dollar amount due: $13,950.00

FINANCES

6 A. Housing will be: Ponderosa Lodge @ $ 279.00 per student.

**Two teachers attend without charge – Additional teachers will be charged 50% of student rate*
**1 Cabin Leader per 8 students attend without charge.*
Additional Cabin Leaders (beyond 2 extra) will be charged 50% of student rate.
(price includes housing, meals, registration fee)

B. Mount Hermon reserves the right to adjust the stated rates on this agreement up to 30 days prior to Science School. Notice of any adjustments will be given by mail to the person responsible for Science School business prior to that time. Rates in effect at the time of the Science School will be the actual rates charged for all housing and meals.

7. A. The advance deposit required is: $500.00 Due

B. If our group falls below the guaranteed registrant minimum, we will meet our financial obligation to Mount Hermon for the guaranteed number of full-time registrants. Mount Hermon will use the contract minimum housing rate charge in determining the obligation (this amount is noted in section 5B). We understand that Mount Hermon may have turned down other groups and prepared rooms and food for the minimum. The guaranteed minimum may not be decreased after 90 days before the Science School except by mutual agreement.

C. If our conference would like to increase the number of full-time registrants beyond the stated guaranteed number it may do so upon availability of space as determined by Mount Hermon's Director of Outdoor Science.

8. The balance of our total Outdoor Science School account will be paid to Mount Hermon in one check or arrangement made for said **payment within three weeks of the closing session of the school.** We understand that any damage to Mount Hermon property (beyond ordinary wear) caused by a member or members of our group, will be deducted from our deposit, which will be retained for one week after the Science School to allow for full survey of facility conditions.

9. Mount Hermon Outdoor Science School agrees to provide Red Cross Certified lifeguards during all swimming and water sports events, and at any time when students will be within the pool area.

REGARDING CANCELLATION

10. A. Cancellation of this contract between 31 to 60 days prior to arrival date will result in forfeiture of entire deposit.

B. Cancellation of this contract between 30 days and arrival date will result in forfeiture of the entire deposit, plus (40) percent of the guaranteed minimum charge: **$5,580.00.** We understand that this is necessary because of the loss of revenue incurred out of inability of Mount Hermon to arrange for a replacement conference on such short notice.

11. We further agree to comply faithfully with the policies of Mount Hermon Christian Conference Center, described on the reverse hereof. The signer accepts responsibility for communicating said policies to all in leadership and compliance by said leadership.

12. We understand that this agreement shall be binding when the signed copy of the contract from Mount Hermon Association, Inc. is returned to the Association, bearing the signature of the authorized school representative.

Date_____

MOUNT HERMON ASSOCIATION, INC.

By Suzanne Clark

Group James Madison

By [signature]

Official Capacity Principal

Date accepted 10/4/16

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THE FOLLOWING POLICIES ARE DEEMED A PART OF THE OUTDOOR SCIENCE SCHOOL AGREEMENT ON THE REVERSE OF THIS PAGE. COMMUNICATION AND ENFORCEMENT OF SAME TO BE THE RESPONSIBILITY OF THE PERSON NAMED IN 1B.

1. **COUNSELOR RATIO** for high school and younger must not exceed eight students per counselor. Mount Hermon Outdoor Science School reserves the right to adjust counselor to student ratio when necessary. Participating school is requested to provide the names and ages of counselors two weeks prior to arrival to the grounds.

2. **REGISTRATION PROCEDURE.** The Registrar is required to present to the Mount Hermon Director of Outdoor Science two weeks prior to arrival a cabin assignment roster of all participants and the Mount Hermon completed registration cards to comply with the law and insurance regulations.

3. **FOOD SERVICE TIMES** for you conference will be as follows: 8:00am, 12:00pm, and 5:30pm. Promptness to meals is essential so that food is not chilled and kitchen help is not detained unnecessarily beyond the limits of the law relative to dining room personnel. No reduction in cost is possible because of missed meals.

4. **CURFEW HOUR** is 10:00pm unless special arrangements are made. We ask that the rights of all property owners adjacent to our facilities be respected.

5. **DUE CAUTION** is to be advised by the leader of group to all students in view of the hilly and forested nature of the grounds, especially on the trail system. Students should be warned of poison oak. Mount Hermon is not responsible for personal injury to guest.

6. **SOCIAL DANCING AND SMOKING.** Social dancing is not permitted in conference recreational programming. Folk-type dancing is permitted. For reasons of fire, safety, and health, Mount Hermon requests user groups to discourage smoking. Smoking is not permitted in public buildings. At Redwood Camp, smoking is permitted by adults only in the designated areas. Smoking at Ponderosa Lodge is also restricted to designated areas.

7. **ALCOHOL AND DRUGS.** Alcoholic beverages and illegal drugs are not permitted at Mount Hermon.

8. **CHECK-OUT** TIME for all Outdoor Science Schools is no later than 11:00am unless prior arrangements have been made. The participating school is requested to assist wherever reasonable in placing in order all facilities occupied by it. Your leaders are expected to maintain proper control at all times and to prevent damage to Mount Hermon.

9. **HOLD HARMLESS.** We hereby indemnify and agree to hold Mount Hermon free and harmless from any and all losses, damages, claims, demands, liability, causes of action or judgments of any nature caused in any way by us.

Initial here: _____