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: Luan Truong / [signature] / 5/7/2019
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: UCCR Web of Life School Camp Arroyo

PO Box 2517 (Address) | Aptos (City) | Ca (State) | 95001 (Zip)

831.684.0148 (Telephone Number) | 831.685.3889 (Fax Number) | admin@wolfschool.org (Cell # or E-Mail Address)

SCOPE OF WORK: 5th grade outdoor education program focused on hands-on science and independence and community

LOCATION OF SERVICES: Camp Arroyo

DATE(S) OF SERVICE: Mar. 18, 19 & 20, 2020

ESTIMATED COST: 17,025.00 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Outdoor Education

BUDGET NUMBER: 010-5814-9010-1110-1000-005-05-549 (or ASB funds____)

Administrator/Program Manager Approval:
Grozelia Ward / [signature] / Date: 5/7/2019
Print Name — Signature

Consultant/Contractor:
Heather Butler / [signature] / Date: 5/8/19
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 ___Human Resources ___Purchasing Department

REVISED 4-16-14 RA/RM/vkc

SERVICE AGREEMENT NO. 1023A

Return signed copy and deposit to:
UCCR Web of Life Field (WOLF) School
PO Box 2517, Aptos, CA 95001
Phone: (831) 684-0148 / Fax: (831) 685-3889
www.WOLFSchool.org

CHECKS MADE PAYABLE TO: UCCR

CAMP ARROYO
Explore • Learn • Grow

This constitutes a Service Agreement between WOLF School and:

ATTENDING SCHOOL McKinley Elementary School
CONTACT PERSON/AUTHORIZED AGENT Luan Truong
SCHOOL ADDRESS 2150 E. 14th St, San Leandro, CA 94577 SCHOOL PHONE (510) 618-4320
PROGRAM/ GRADE LEVEL 3day/2night 5th Grade

GUARANTEED MINIUMUM NUMBER OF PARTICIPANTS:

Students 75 Student Fee $ 227.00 per person (no tax on persons under the age of 18)

Teachers/Chaperones 7 Teacher/Chaperone per person, plus meal tax: $ 185 + 4.14 % tax = $ 189.14

ESTIMATED # OF STUDENTS 75 ADJUSTMENTS

GUARANTEED MINIMUM FEE $ 17,025.00 (based on the guaranteed minimum #of students stated above)

ARRIVAL DATE/TIME Wednesday 3/18/20 @ 11:00am DEPARTURE DATE/TIME Friday 3/20/20 @ 12:00pm

FIRST MEAL Dinner 3/18/20 LAST MEAL Bag Lunch 3/20/20

This agreement is entered into for the purpose of providing educational services for an outdoor school program at WOLF Camp Arroyo, located at 5535 Arroyo Road, Livermore, CA 94550.

- Web of Life Field School will provide the following services:
  1. Provide food and lodging during the program.
  2. Provide one (1) Program Director and staff naturalists at an approximate ratio of one (1) naturalist per 18-20 students.
  3. Provide instructional materials and supplies as required for implementation of the program.
  4. Provide accident and health insurance for students, teachers, and chaperones.
  5. Provide optional pre-trip presentation at your school.
- Attending School will provide:
  1. Own transportation to and from program site.
  2. Own chaperones/counselors at a ratio of one for each ten students.
  3. One emergency vehicle to remain with Attending School group for the duration of the program.
  4. Certificate of Liability Insurance as detailed in Terms & Conditions.

If Attending School terminates this agreement without using the services as agreed, Attending School agrees to pay the entire amount of the guaranteed minimum fee of $ 17,025.00 as liquidated damages. Attending School will be released from payment of the guaranteed minimum fee provided UCCR/Web of Life Field School receives written notice of the termination ninety (90) days prior to the starting date of their program.

Signature below acknowledges receipt and understanding of the Terms & Conditions (see page 2).

SIGNED SERVICE AGREEMENT & DEPOSIT DUE June 5, 2019

DEPOSIT OF $ 7,661.25 **CHECK #** **PAID DATE**

BY Luan Truong TEACHER 5/7/19
Signature of Authorized Agent Position Date

ORIGINAL: PLEASE SIGN AND RETURN WITH DEPOSIT MADE PAYABLE TO UCCR

UCCR WOLF CAMP ARROYO SERVICE AGREEMENT

TERMS & CONDITIONS

By signing this service agreement, you are agreeing to the following:

1. Health and Safety

A. UCCR/Web of Life Field School reserves the right to establish and maintain requisite standards for health and safety at outdoor school.

B. Attending School shall furnish UCCR/Web of Life Field School with lists of, and a current health history and a school accepted statement of overall health status for each student and staff member attending the program. All such health histories shall be furnished no later than upon the arrival of the students and staff members at the Facility. Attending school shall be solely responsible for all first aid and medical supervision or treatment. Attending school agrees to furnish qualified staff for health care needs and supervision, including but not limited to, CPR/First Aid, and AED certification. Attending school is responsible for all emergency and non-emergency transportation. In addition, the Attending School shall furnish at least one counselor/teacher/chaperone for each ten students under eighteen years of age.

C. UCCR/Web of Life Field School is a smoke free environment. Attending School will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire areas for which fire permits have been secured. Attending School must comply with all lawful orders of appropriate fire control officials.

D. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Facility Manager.

E. If a swimming pool is a part of the Facility, no one shall enter the pool area unless a qualified lifeguard is supervising the pool area.

2. Liability for Injury to Persons or Property

A. Attending School agrees to defend, indemnify and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claim, action and/or cause of action brought by or on behalf of any third-party or entity against UCCR/Web of Life Field School arising out of or in any manner connected with any act or failure to act of Attending School or any of its directors, officers, employees, agents or independent contractors, personnel, students and/or any person, entity or thing permitted by Attending School to enter and/or remain at the facility.

B. During the term of this Agreement, Attending School shall at its own expense maintain a policy of comprehensive public liability limits of not less than one million dollars, issued by companies approved in advance by UCCR/Web of Life Field School in which UCCR/Web of Life Field School and the Facility owner are named as additional insureds and present adequate proof at least 30 days prior to arrival.

C. Neither UCCR/Web of Life Field School nor the Facility owner shall be liable to Attending School or to any company insuring Attending School for any loss or damage to Attending School if the casualty causing such loss or damage was or could have been covered by fire and extended coverage insurance.

D. For the purpose of this section "any person" includes, but is not limited to Attending School's agents and employees, participants in Attending School's program and visitors.

E. Attending School is fully responsible for transportation of students to and from UCCR/Web of Life Field School and freely agrees to defend, save and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claims/injuries arising from such transportation. Any bus used by Attending School and/or its personnel which enters or leaves the Facility must be S.P.A.B. certified and the carrier must name UCCR/Web of Life Field School as an additional insured. Attending School is responsible for furnishing one vehicle for the duration of the program.

3.Use Fees and Costs

A. Guaranteed Minimum Fee: The guaranteed Minimum fee is based on the number of students guaranteed by the Attending School. It will be charged to the Attending School even if fewer students attend the program than the Attending School guaranteed, or if Attending School terminates this agreement without attending the program, according to the terms of the agreement.

B. Additional Fees: If more students attend the program than Attending School guaranteed, Attending School shall pay UCCR/Web of Life Field School all additional fees (on page 1) for each additional participant.

C. Breakage and Damage: Attending School agrees to pay UCCR/Web of Life Field School the amount necessary to repair or replace property or equipment damaged or destroyed during Attending School's program. Determination of that amount shall be in UCCR/WOLF School's sole discretion.

D. Payment Terms: Attending School agrees to deliver payment in full to the UCCR/Web of Life Field School Program Director prior to departure from the facility. Exceptions must be approved by UCCR/Web of Life Field School prior to arrival. Attending School agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

4. Miscellaneous

A. Attending School warrants that it is currently exempt from Federal and State income taxation and that its activities at the Facility will be in furtherance of its tax-exempt purposes.

B. Attending School warrants that the person signing the Service Agreements has the authority to execute this Agreement on its behalf.

C. This Agreement may be altered or amended only by written agreement of both parties.

D. UCCR/Web of Life Field School reserves the right to require that the Attending School remove from the program and facility any persons who, in the sole opinion of the UCCR/Web of Life Field School, are creating a disturbance or who are otherwise disrupting activities. Attending School agrees to permit only authorized persons to attend the program and shall take all necessary steps to removed unauthorized persons from the program and facility.

E. Attending school guarantees that total number of participants will not exceed the facility maximum.

5. Termination and Breach

A. UCCR/Web of Life Field School may terminate this Agreement without any liability upon a determination by UCCR/Web of Life Field School in its sole and exclusive judgement, that the requirements of the State Fire Marshal, the Department of Public Health and Safety, or any statute, rule or regulation of any federal, state or local body imposes undue requirements or hardship on UCCR/Web of Life Field School.

B. If the Facility is destroyed by fire or other cause and is so damaged that it is unusable, this Agreement may, in the sole discretion of the UCCR/Web of Life Field School, be terminated and UCCR/Web of Life Field School and Attending School shall have no further obligation hereunder.

C. In the event a legal action or other proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs incurred in the action, including its costs and reasonable attorney's fees.

D. If attending school terminates this agreement no later than 90 days prior to the event without use of the facility, UCCR/WOLF School will issue a refund of 80% to the attending school. If attending school terminates this agreement within 90 days of the event without using the facility as agreed, attending school agrees to pay to UCCR/WOLF School the entire amount of the Guaranteed Minimum Fee as liquidated damages.

D. Rules for acceptance and participation in programs at UCCR/Web of Life Field School are the same for everyone without regard to age, race, color, religion, sex, gender, handicap, or national origin.