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: Jeannette McNeil / JMcNeil / 11/6/19
(SLUSD) Print Name / Signature / Date

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

5535 Arroyo Road, Livermore, CA 94550
Address / City / State / Zip

(831) 684-0148 / (831) 685-3889 / www.WOLFSchool.org
Telephone Number / Fax Number / Cell # or E-Mail Address

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

LOCATION OF SERVICES: Wolf Camp Arroyo, 5535 Arroyo Rd. Livermore, CA

DATE(S) OF SERVICE: 1/27/2020 - 1/29/2020

ESTIMATED COST: $11,350.00 minus $3,000. Scholarshi (and/or hourly Rate: $_____)

NAME OF PROGRAM: Wolf Camp Arroyo

BUDGET NUMBER: 0101-5814-9206-1110-1000-006-06- -549 (or ASB funds____)

Administrator/Program Manager Approval:

Jeannette McNeil / JMcNeil / Date: 11/6/19
Print Name / Signature

Consultant/Contractor:

Desiree Gant / DG / Date: 11/13/19
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

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND WOLF school camp Arroyo / UCCR

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: WOLF school / UCCR

[redacted]

[Authorized Representative]

Title: WOLF school Associate Director

Date: 11/13/19

For the SLUSD:

_____

[Superintendent or Designee]

Title: _____

Date: _____

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Jonathon Bayer	5/24/19	6/2/19
Dylan Huntzinger	9/16/19	6/4/18
Josephine Murphy	4/24/19	4/15/16
Lauren Salcedo	9/5/19	9/7/18

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: WOLF School / UCCR

By: Desiree Gant (authorized signatory) Date: 11/15/19

Name: Dina LA Title: WOLF School Associate Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: LEISURE	
K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	PHONE (A/C, No, Ext): 877-355-0315 FAX (A/C, No): 260-459-5990 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURED UNITED CAMPS, CONFERENCES AND RETREATS 1304 SOUTH POINT BLVD SUITE 200A PETALUMA, CA 94954	INSURER B: SCOTTSDALE INDEMNITY COMPANY	15580
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** C111577 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:			KKI0000023700800	11/1/2019 12:01 AM	1/1/2021 12:01 AM	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS – COMP/OP AGG	$2,000,000
							LEGAL LIAB TO PARTICIPANTS	
							PROFESSIONAL LIABILITY	
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			KKI0000023700900	11/1/2019 12:01 AM	1/1/2021 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION			XKO0000023701000	11/1/2019 12:01 AM	1/1/2021 12:01 AM	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC00000330096	11/1/2019 12:01 AM	11/1/2020 12:01 AM	PER STATUTE OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE – EA EMPLOYEE	$1,000,000
							E.L. DISEASE – POLICY LIMIT	$1,000,000
	PARTICIPANT ACCIDENT						AD&D	
							Primary Medical	
							Excess Medical	
							Weekly Indemnity	

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

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.
RE: WOLF @ CAMP ARROYO - 1/27/20-1/29/20

CERTIFICATE HOLDER	CANCELLATION
JAMES MONROE ELEMENTARY 3750 MONTEREY BLVD SAN LEANDRO, CA 94578	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 Scott Turnbull

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SERVICE AGREEMENT NO. 1043A

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 JAMES MONROE ELEMENTARY
CONTACT PERSON/AUTHORIZED AGENT Jeanette McNeil
SCHOOL ADDRESS 3750 Monterey Blvd, San Leandro, CA 94578 SCHOOL PHONE (510) 618-4340
PROGRAM/ GRADE LEVEL 3day/2night ROSS

GUARANTEED MINIMUM NUMBER OF PARTICIPANTS:

Students 50 Student Fee $ 227.00 per person (no tax on persons under the age of 18)

Teachers/Chaperones 5 Teacher/Chaperone per person, plus meal tax: $ 185 + 4.14 % tax = $ 189.14

ESTIMATED # OF STUDENTS 55 ADDITIONAL FEES

SCHOLARSHIP SUBSIDY $ 3,000.00 (to be deducted from final invoice)

GUARANTEED MINIMUM FEE $ 11,350.00 (based on the guaranteed minimum #of students stated above)

ARRIVAL DATE/TIME Monday 1/27/20 @ 11:00am DEPARTURE DATE/TIME Wednesday 1/29/20 @ 11:30am
FIRST MEAL Dinner 1/27/20 LAST MEAL Bag Lunch 1/29/20

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 $11,350.00 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 December 15, 2019

DEPOSIT OF $ 5,107.50 **CHECK #** **PAID DATE**

BY
Signature of Authorized Agent Position Date

UCCR WOLF CAMP ARROYO SERVICE AGREEMENT

TERMS & CONDITIONS

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

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

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.