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: Paulette Smith / Paulette / 1/16/2020
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Mt. Hermon Science Camp

P.O. Box 413 Mount Herman — CA — 95041-0413
Address — City — State — Zip

813-335-4466 — Fax Number — info@mounthermon.org
Telephone Number — 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 16th - March 20th, 2020

ESTIMATED COST: $17,700 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Mt. Hermon Outdoor Science Camp

BUDGET NUMBER: 010-5814-9204-1110-1000-004-04-549 (or ASB funds____)

Administrator/Program Manager Approval:
Paulette Smith / Paulette / Date: 1/16/2020
Print Name — Signature

Consultant/Contractor:
Austin Fought / Austin Fought / Date: 1/17/2020
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 MOUNT HERMON OUTDOOR SCIENCE SCHOOL (OSS)

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: MOUNT HERMON OSS

Justin Wright

[Authorized Representative]

Title: ASSISTANT DIRECTOR

Date: 1-22-2020

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
SEE ATTACHED		

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: MOUNT HERMON OUTDOOR SCIENCE SCHOOL

By: Austin Fought Date: 1/22/2020

(authorized signatory)

Name: AUSTIN FOUGHT Title: ASSISTANT DIRECTOR

Name	Fingerprint Clearance Date	TB Clearance Date
Abby Travis	2/6/2020	2/6/2020
Bailey Wadsworth	2/10/2020	2/10/2020
Caleb Fowler	2/6/2020	1/29/2020
Casey Buller	2/6/2020	1/29/2020
Genée Morrison	2/6/2020	1/29/2020
Jacob Baynes	2/6/2020	2/6/2020
Jonathan Hernandez Salazar	2/6/2020	2/6/2020
Justin Whelpley	2/6/2020	2/6/2020
Kira Arias-La Rheir	2/6/2020	1/29/2020
Kylie McClellan	2/6/2020	1/29/2020
Laura Jacobs	2/6/2020	2/6/2020
Logan Dosker	2/6/2020	2/6/2020
Megan Wadsworth	2/10/2020	2/10/2020
Shelby Cosby	2/6/2020	2/6/2020
Zane Morrison	2/6/2020	2/6/2020

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: Jenny Kubicki

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

Telephone: (510) 895-7944

2. Science School Dates: Beginning Monday, March 16, 2020 Ending Friday, March 20, 2020

3. Meals to Begin with: Meal Lunch Day Monday Date 3/16/2020 Time 12:30pm

Meals to End With: Meal Breakfast Day Friday Date 3/20/2020 Time 8:30am

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

GUARANTEE

5. Guaranteed number of full-time registrants: 60 5B. Guaranteed minimum dollar amount due: $17,700.00

FINANCES

6 A. Housing will be: Ponderosa Lodge @ $ 295.00 per student.

**1 teacher per 30 students attends without charge – Additional teachers will be charged 50% of student rate.*
**1 Cabin Leader per 8 students attends without charge. In addition, 2 extra Cabin Leaders may also attend free of charge. Additional Cabin Leaders 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: $7,080.00. 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.

MOUNT HERMON ASSOCIATION, INC.

By Suzanne Clark

Authorized Signature Alma Paul Castro, interim principal

Date accepted 6/17/19

Continue on Page 2 ↓

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. **CABIN LEADER RATIO** for high school and younger must not exceed eight students per Cabin Leader. Mount Hermon Outdoor Science School reserves the right to adjust Cabin Leader to student ratio when necessary. Participating school is requested to provide the names and ages of Cabin Leaders 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. **ALCOHOL, DRUGS AND SMOKING.** Alcoholic beverages and illegal drugs are not permitted at Mount Hermon. For reasons of fire, safety, and health, Mount Hermon requests user groups to discourage smoking. Smoking is not permitted in public buildings. Smoking at Ponderosa Lodge is restricted to designated areas.

7. **CHECK-OUT TIME** for all Outdoor Science School programs 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.

8. **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: 

To: Sonal Patel, Asst. Superintendent

From: Paulette Smith, Principal

Request to participate in the Mount Hermon Outdoor Science Education for 5th Grade

James Madison Elementary School

5th Grade Outdoor Education Program 2019-2020

Mount Hermon Outdoor Science School – March 16 -20, 2020

It has become a tradition at James Madison and other San Leandro U.S.D schools for the 5th graders to participate in an Outdoor Science Education Program. This is an exciting chance for students to participate in an educational program outside of the classroom. The Mount Hermon Outdoor Science School has the perfect setting and structure to support an enriching outdoor science education experience for our students.

Below is a link to the Mt. Hermon Science Center:

https://www.youtube.com/watch?v=vWaJHUEwwxM

This year our students are asking to attend a 5-day, 4-night program at Mount Hermon Outdoor Science School. Just off highway 17 in the Santa Cruz redwoods, the program and setting will support a week of hands on experiences with the science standards. All 60 of our fifth graders and their teachers will have the opportunity to participate. The cost of this trip is approximately $20,000 or $300 per student. Through many fundraisers and the generosity of the PTO we have been able to raise this amount for the 5th grade classes every year since 2002. Our confidential fundraising protocol allows for every student to attend regardless of any of our family's ability to contribute. Student counselors and chaperones are coordinated with San Leandro High to create an enriched learning experience for High School Students and Madison 5th graders.

It is required by Board Policy that the Assistant Superintendent of Education Services approve in advance all off campus overnight activities.

Sincerely,

Paulette Smith	Principal
Thomas Parsons	Teacher
Jenny Kubicki	Teacher
Danielle Gallagher	Teacher