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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Anthony Smith, Ph.D., Superintendent
Board Meeting October 23, 2013
Subject Ratification of Educational Organization Contract

Action Requested	Ratification of Educational Organization Contract between Oakland Unified School District and <u>The Mosaic Project</u> for the period of <u>September 1, 2013</u> through <u>June 30, 2017</u> .
Background <i>A one paragraph explanation of why the contract services are needed.</i>	Outdoor School program curriculum focuses on appreciation of diversity and respect for self and others, communication and conflict resolution skills, and community building.
Discussion <i>One paragraph summary of the scope of work</i>	The Mosaic Project provides food and lodging for students and teachers during the program as well as instructional materials and supplies. Program staff are provided at an approximate ratio of one staff person per 10 or fewer students. High-school aged cabin leaders are provided at an approximate ration of one cabin leader per 10 or fewer students.
Recommendation	Ratification of Educational Organization Contract between Oakland Unified School District and <u>The Mosaic Project</u> for the period of <u>September 1, 2013</u> through <u>June 30, 2017</u> .
Fiscal Impact	Amount of District funds to be used for contract costs will not exceed \$ <u>75,000.00</u>) Funding source for the contract costs will be: <input type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds <input type="checkbox"/> No District funds will be used Resource Code: _____ - _____
Attachments	Educational Organization Contract

EDUCATIONAL ORGANIZATION CONTRACT

This Agreement is entered into between The Mosaic Project (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide services ("Services" or "Work") as described in **Exhibit "A" Educational Organization Compliance Form**, attached hereto and incorporated herein by reference.

2. **Terms:** CONTRACTOR shall commence work on September 1, 2013. The work shall be completed no later than June 30, 2017.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy-five thousand Dollars (\$75,000) per fiscal year. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. Per student/adult cost shall not exceed \$395.00.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as provided in Paragraph 15 below.

Payment for Work shall be made for all undisputed amounts in accordance with the schedule set out in the Service Agreement Addendum after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except*: a bag lunch for each participant on the first day and transportation to and from the program site.

5. **CONTRACTOR Qualifications / Performance of Services:**

a. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

b. **Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: site administrator at each participating school
Site /Dept.: _____
Address: _____
Oakland, CA
Phone: _____

CONTRACTOR:

Name: Lara Mendel
Title: Executive Director
Address: 580 Grand Ave # 303
Oakland, CA 94610
Phone: 510-452-3377

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. Insurance:

Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

☐ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile, contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD for acts and omissions of CONTRACTOR and shall name OUSD, its officers, employees, volunteers and agents as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

10. Child Abuse Reporting: CONTRACTOR shall comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

13. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national

origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

14. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property or during field trips. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites or during field trips.

15. Indemnification: CONTRACTOR shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. CONTRACTOR's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of OUSD. If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this Agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

17. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination, or the amount of the Guaranteed Minimum, whichever is greater. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement.

18. Fingerprinting of Employees and Agents: The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: MJH

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

CONTRACTOR has agreed to continue to implement the following procedures throughout the life of this Agreement: All high school Youth Leaders (also known as "cabin leaders") must fill out an application, which includes a teacher sign off and a parent/guardian sign off on their participation as a Youth Leader. Once a completed application is received, an in-person one-on-one interview is conducted either in person or by telephone. From those interviews, Youth Leaders are selected and two references are checked. The Youth Leader is not accepted until successful completion of the in person training. Fingerprint clearance as provided in Paragraph 18 above will be conducted on any Youth Leader who is/will be age 18 or older at the time of participation in CONTRACTORS' programs (this is unusual, as most are high school students). Once the applicants are accepted as Youth Leaders, they will undergo an intensive weekend-long training onsite. Each week, Youth Leaders arrive the day prior to the students for further onsite training (the evening prior and the morning of the students' arrival). Youth Leaders will be under the direct supervision of Contractor's Youth Leadership Director at all times.

19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors: OUSD may evaluate

CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

- a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

21. Limitation of OUSD Liability: Other than as provided in Paragraph 15 of this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Except as Provided in Paragraph 15 of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

25. Litigation: This Agreement shall be performed in Oakland, California for purposes of establishing jurisdiction and venue and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. Integration/Entire Agreement of Parties: This Agreement and the Service Agreement Addendum as replicated for each Attending School and incorporated herein constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.

This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education
☐ Superintendent or Designee

SSD. Ye 10/24/13
Secretary, Board of Education Date

CONTRACTOR

Margaret Hodder 9/20/13
Contractor Signature Date

Margaret Hodder, President
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR THE DISTRICT
BY: J. M. Merino
Attorney at Law

File ID Number: 13-2316
Introduction Date: 10-23-13
Enactment Number: 13-2197
Enactment Date: 10-23-13
by: [Signature]

EXHIBIT A
EDUCATIONAL ORGANIZATION COMPLIANCE FORM
(BUSINESS AND PROFESSIONS CODE SECTIONS 17552 ET SEQ.)

This Compliance Form must be completed by Educational Organization and attached to the executed Oakland Unified School District (hereafter "OUSD") Educational Organization Professional Services Contract which in turn will be routed for required District approvals and signatures.

School: _____ Various - see service agreement addenda

Trip Dates: _____ various - 4 year term

Educational Organization Name (including trade or business name):

The Mosaic Project

Prior/Alternative Organization Trade or Business Name used within last 10 years:

N/A

Business Address: 580 Grand Ave # 303, Oakland, CA 94610

Business Telephone: 510-452-3377

24 Hour Emergency Phone Number Contact: 510-384-4074 or 510-759-7978

Organization's office nearest tour site: Enchanted Hills Camp 3410 Mt Veeder Rd Napa, CA 94558

Organization Representative and Contact Info: Margaret Hodder 510-845-8084 or 925-314-7649 MHodder@betahg.com

List of Services and Costs:

An itemized statement of the services to be provided as part of the educational tour program and the agreed cost for the services is detailed items 1-2 below.

1. Total Cost per student for services listed below: \$ 395.00 (please see service agreement addenda for discounts given to schools)

2. Included services (complete or attach detailed form):

(a) Transportation: Not included

(b) Lodging: 4 nights

(c) Meals (what if any meals are included in cost): Monday dinner through Friday lunch

(d) Is an Educational Leader provided? Yes: ☒ No: ☐ If yes, how many hours per day? 24

(e) Does Educational Organization maintain insurance which supplies coverage in the event of injury to any student traveler or chaperone? Yes: ☒ No: ☐

Is coverage included in Program Costs? Yes: ☒ No: ☐

If yes, attach evidence of coverage including type and amount of coverage, policy number and issuer, and the name, address and telephone number of the person or organization who is able to verify the coverage.

(f) List any additional or optional costs to students, chaperones or OUSD:

\$ None

\$

(g) Describe the qualifications, if any, for experience, training and employment screening that are required to be met by the educational organization's representatives who shall accompany students on the educational program:

The Mosaic Project hires facilitators to lead our programs, under the supervision of our Executive Director. These facilitators are carefully screened, experienced educators, selected for their abilities and experience, following reference and background checks. They receive a week long intensive training by TMP.

- (h) Describe the educational program to be provided including projected outcomes. Attach a copy of all materials to be provided to students.

Our curriculum focuses on appreciation of diversity and respect for self and others, communication and conflict resolution skills and community building. We measure outcomes through quantitative and qualitative evaluation of all students.

Educational Organization Information:

1. How many times has the Education Organization conducted this or substantially similar educational programs, and the number of students who have completed the program, etc. Complete all information in below table.

Trip Name	Annual Number of Groups	Annual Number of Students	Number of Years Offered	Number of Injuries to Participants (during last 5 years)	Number of Substantiated Complaints (during last 5 years)
Outdoor School	28	880	11	0	0

2. How long has this Educational Organization been arranging or conducting educational programs? 11
3. Name of each owner and principal of the Educational Organization:

Name	Position
<u>Margaret Hodder</u>	<u>President</u>
<u>Lara Mendel</u>	<u>Executive Director</u>

4. Has any owner or principal of the Educational Organization had entered against him or her any judgment, including a stipulated judgment, order, made a plea of nolo contendere, or been convicted of any criminal violation, in connection with the sale of any travel services or educational program in the last 10 years? Yes: ☐ No: ☒

For purposes of this section, "owner" means a person or organization who owns or controls 10 percent or more of the equity of, or otherwise has claim to 10 percent or more of the net income of, the Educational Organization; and "principal" means an owner, an officer of a corporation, a general partner of a partnership, or a sole proprietor of a sole proprietorship.

5. How many full time employees does the organization have? 7 year round (plus seasonal Outdoor School Staff)
6. How many office locations does the organization maintain? 1
7. Where are the office locations? 580 Grand Ave # 303, Oakland, CA 94610
8. Does the organization provide classroom support materials? If so, describe.

We provide teachers with curriculum support for integrating The Mosaic Project curriculum throughout the year. We also offer professional development trainings for teachers and in-school programs before and after the outdoor school experience.

9. Does the organization provide a format for post trip evaluation?

Yes. Students complete evaluations to measure their learning, and teachers complete evaluations of the program.

10. Are any of the principals of the organization credentialed and/or experienced teachers? Explain.

Lara Mendel, Executive Director, runs the program. Lara brings 25 years of experiential education experience. Margaret Hodder manages the organization but is not involved with the program. Our curriculum and Training Director, Serian Strauss, (formerly a teacher at NOCCS) is a credentialed teacher.

11. Financial stability:

A. List bank(s), references, including names and contact numbers

Bank of the West, Lakeshore Branch, (510) 834-3860.Lighthouse for the Blind, Bryan Bashin (415) 694-7346B. Dunn and Bradstreet file number: 091966890C. Has the organization or any principal filed corporate or personal bankruptcy during the preceding 10 years? If yes, please explain on a separate sheet. Yes: ☐ No: ☒

12. List schools (with phone numbers) or educators who have used the organization's services:

Park Day School, Laurie Grossman 510-653-0317 x 105Serian Strauss, NOCCS 510-919-9788Jill Guerra, Sankofa Academy 510-912-0667

13. List any Travel Associations to which organization currently belongs:

None.

14. List Educational Associations to which organization currently belongs:

Association for Experiential Education.15. Does organization currently hold an appointment from ARC? Yes: ☐ No: ☒ ARC/IATAN No. _____If no, which agency will provide travel agency? Agency name: Not seller of travel. Schools must arrange their own transportation.

Owner _____ ARC/IATAN No. _____

16. Has the organization complied with the consumer protection requirements of California's Seller of Travel law? Yes: ☐ No: ☒**VERIFICATION**

1. FULL DISCLOSURE: Business and Professions Code section 17555: In addition to other requirements and prohibitions of this article, it is a violation of this article for an educational travel organization to place or use any misleading or untruthful advertising or statements or make a substantial misrepresentation in conducting an educational travel program.
2. PENALTIES: Business and Professions Code section 17556.5: Except as otherwise provided, a person who violates a provision of this article is guilty of a misdemeanor, which offense is punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail for not more than one year, or by both that fine and imprisonment. In addition, upon a conviction of a violation of this article, the court may issue an injunction and prohibit the convicted person from acting as an educational travel organization in the state, in which case the court shall inform the Attorney General of that action.
3. A duly authorized officer of the owning corporation, partnership, or trust must sign and date this verification, and fill in the city and state where signed. I declare under the laws of the State of California that all of the information provided herein, including attachments to this Contract, is true and correct.

Dated: 9/20/13Print Name and Title of Signer: Margaret Hodder, PresidentSignature: Margaret HodderSigned at: Alamo, CA (insert City and State)



Service Agreement Addendum to OUSD Educational Organization Contract

This document, consisting of two pages, including the attached Terms and Conditions, constitutes a Service Agreement Addendum ("Addendum") to the OUSD Educational Organization Contract ("Contract") between The Mosaic Project and Oakland Unified School district ("OUSD"). Any OUSD school (hereafter referred to as Attending School) participating in The Mosaic Project's Outdoor School will abide by the Contract and this Addendum.

Each Attending School participating in The Mosaic Project's Outdoor School will determine with The Mosaic Project the specific dates of participation and the number of students and teachers participation, which will be confirmed by a letter ("Confirming Letter") from The Mosaic Project. The Mosaic Project may offer an individual OUSD school a discounted rate in the Confirming Letter, but under no circumstances will the per participant rate exceed \$395, and the annual per year maximum shall not exceed the amount set in the OUSD Educational Organization Contract.

This Service Agreement Addendum describes the provision of educational services through The Mosaic Project's Outdoor School.

The Mosaic Project will provide the following services:

1. Food and lodging during the program for students and teachers.
2. Program Staff at an approximate ratio of one staff person per 10 or fewer students.
3. High-school aged cabin leaders at an approximate ration of one cabin leader per 10 or fewer students.
4. Instructional materials and supplies as required for implementation of the program.

Attending School will:

1. Provide own transportation to and from the program site.
2. Provide one teacher chaperone per class of students.
3. Ensure that students bring along a bag lunch on the first day of the program.
4. Ensure that The Mosaic Project receives completed and signed medical and information/contract forms from every participant by the due date in the Confirming Letter.
5. Ensure that The Mosaic Project receives completed Student List, Cabin/Sharing Group Chart, and Medical/Behavioral Summary forms from the participating teacher by the due date in the Confirming Letter.
(There will be a \$50/week Administrative Late Fee for each week the forms are overdue.)

FEES: Student - \$395 per person Teacher - \$395 per person

Attending School agrees to deliver the Final Balance to The Mosaic Project by the date of their arrival at the facility in Napa. Exceptions must be approved by The Mosaic Project prior to arrival. **Attending School agrees to pay interest on overdue unpaid balance at the statutory rate charged to public entities.**

If Attending School terminates this Agreement without using the services as agreed, the parties agree that The Mosaic Project's actual damage would be impracticable or extremely difficult to fix; therefore, Attending School agrees to pay one-third of the Guaranteed Minimum Fee as liquidated damages; provided, however, Attending School will be released from payment of the Guaranteed Minimum Fee and will be refunded any deposit, if The Mosaic Project receives written notice of the termination at least ninety days prior to the Starting Date of the program.

TERMS AND CONDITIONS

1) Health and Safety

- a) The Mosaic Project reserves the right to establish and maintain requisite standards for health and safety at The Mosaic Project's residential program.
- b) Attending School shall furnish The Mosaic Project with a current health history and signed medical form for each student and staff member attending the program. All such health/medical forms shall be furnished no later than the due date in the confirming letter.
- c) The Mosaic Project is a smoke-free environment. Attending School will prohibit smoking, except in designated spaces, and shall warn all persons of the hazards of indiscriminate smoking at The Mosaic Project's residential program. Open fires may be built only in the campfire areas for which fire permits have been secured. The Mosaic Project 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 Mosaic Project.
- e) The Mosaic Project (also referred to as "CONTRACTOR") will not allow OUSD students or personnel to enter the pool area unless a qualified lifeguard is supervising the pool area.

2) Liability for Injury to Persons or Property

- a) As limited by Paragraph 15 of Educational Organization Contract, during the term of this agreement, Attending School shall, at its own expense, maintain a policy of comprehensive public liability insurance with limits of not less than one million dollars issued by companies approved in advance by The Mosaic Project, naming The Mosaic Project as additional insureds and requiring at least ten days prior written notice to The Mosaic Project of any cancellation. It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the CONTRACTOR is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the active negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the CONTRACTOR by the District requires a showing of direct liability to a third party by the District.
- b) Attending School is fully responsible and shall pay for transportation of personnel and students to and from The Mosaic Project's residential program. Any bus used by Attending School and/or its personnel which enters or leaves the facility must be S.P.A.B. (Schools, Pupil, Activities Bus) certified and insured. The Mosaic Project reserves the right to require and verify proof of insurance from the bus company naming The Mosaic Project and Enchanted Hills Camp as additional insureds prior to permitting entry... If Attending School uses carpools it must verify that all drivers meet OUSD insurance requirements for field trip drivers.
 - i.

3) Use Fees and Costs

- a) The one-third of Guaranteed Minimum Fee is based on the number of students guaranteed by Attending School. It will be charged to Attending School even if fewer students attend the program than Attending School guaranteed, or if Attending School terminates this agreement without attending the program, according to the terms of this agreement.
- b) Additional fees will be charged if more students attend the program than Attending School originally guaranteed, and Attending School shall pay to The Mosaic Project all additional fees shown on the previous page for each additional participant.
- c) Attending School agrees to deliver the Final Balance to The Mosaic Project by the date of their arrival at the facility in Napa. Exceptions must be approved by The Mosaic Project prior to arrival. **Attending School agrees to pay interest on any unpaid balance at the statutory rate charged to public entities.**
- d) Attending School agrees to deliver all forms required by The Mosaic Project by the due date in the confirming letter. Exceptions must be approved by The Mosaic Project prior to that date.

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 Agreement Addendum 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) The Mosaic Project reserves the right to require that Attending School remove from the program and facility any persons who, in the sole opinion of The Mosaic Project, 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 remove unauthorized persons from the program and facility.

5) Termination and Breach

- a) The Mosaic Project may terminate this agreement due to acts of God or upon a determination by The Mosaic Project in its sole and exclusive judgment that the requirements of the State Fire Marshal, the Department of Public Health and Safety, or any statute, or regulation of any federal, state, or local body impose undue requirements or hardship on The Mosaic Project. In the event of termination The Mosaic Project will repay to Attending School all but one-third of the fees paid.
- 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 Mosaic Project, be terminated and The Mosaic Project 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 and reasonable attorney's fees.
- d) Rules for acceptance and participation in programs at The Mosaic Project's residential program are the same for everyone without regard to age, race, color, religion, sex, disability, or national origin.

DANIEL J. HARRIS, ATTORNEY AT LAW
OFFICE OF GENERAL COUNSEL
APPROVED FOR FORM & SUBSTANCE
BY: [Signature] • Attorney at Law

_____ (initials)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2013

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 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 Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	CONTACT NAME: Tracy McLaughlin PHONE (A/C, Ho, Ext): (510) 548-8200 FAX (A/C, No): (510) 548-6145 E-MAIL ADDRESS: tmclaughlin@fidelityinsuranceservice.com PRODUCER CUSTOMER ID #: 00004641														
INSURED The Mosaic Project 580 Grand Avenue #303 Oakland CA 94610	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: NIAC</td><td></td></tr><tr><td>INSURER B: Markel Insurance Co.</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NIAC		INSURER B: Markel Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	201309723NPO	1/1/2013	1/1/2014	MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		201309723NPO	1/1/2013	1/1/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					Underinsured motorist \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					Uninsured motorist combined \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		MWC000407203	6/1/2013	6/1/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Improper Sexual Conduct		201309723NPO	1/1/2013	1/1/2014	Limit per claim \$1,000,000
						Aggregate limit \$1,000,000

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

Certificate holder is named additional insured with respect to the insured's operations, per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
1000 Broadway, Suite 398
Oakland, CA 94607

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

POLICY NUMBER: 2013-09723-NPO

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY

SCHEDULE

Name of person or Organization (Additional Insured):

Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.