

**CONTRACT NAME: AGREEMENT BETWEEN MARIN COUNTY OFFICE OF EDUCATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement authorizes Pioneer Elementary School to participate in the outdoor science education and conservation education program of the Marin County Outdoor School at Walker Creek Ranch in Petaluma, California. Pioneer Elementary School students will attend February 3, 2020, through February 7, 2020.

**FISCAL IMPACT:** Donations fund this program.

**MARIN COUNTY**  
**OFFICE OF EDUCATION**

1111 Las Gallinas Avenue PO Box 4925  
San Rafael CA 94913-4925

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6825  
TDD (415) 491-6611

**Organization:** Pioneer School  
**Arrive Date and Time:** Monday, February 3, 2020  
**Depart Date and Time:** Friday, February 7, 2020

**# of Days:** 5  
**Fee Level:** Level 1

**AGREEMENT**

THIS AGREEMENT, entered into this 4th day of June, 2019 by and between the **MARIN COUNTY OFFICE OF EDUCATION**, herein after referred to as "County Superintendent", and the Davis Joint Unified, hereinafter referred to as "District".

**WHEREAS**, the County Superintendent, pursuant to Education Code Sections 8760-8773, maintains an outdoor science education and conservation education program at the Marin County Outdoor School at Walker Creek Ranch in Petaluma, California; and

**WHEREAS**, District is desirous of participating in said program;

**NOW, THEREFORE, BE IT HEREBY AGREED AS FOLLOWS:**

- A. District shall receive the state apportionment based on the Average Daily Attendance.
- B. District is responsible for supervision of its students.
- C. District shall pay all salaries of personnel who are regularly employed by the District and assigned to duties in connection with this program.
- D. District shall pay costs of transportation for its students and employees in connection with this program.
- E. **District shall pay the amounts to County Superintendent as it's proportionate share of the cost of this program as stated on the attached Marin County Outdoor School Fee Schedule, and the corresponding Fee Levels - (Level 1, Level 2, Level 3) for the dates of District attendance as noted.**
- F. The cost of the selected program(s) is as follows:

3	OE Level 1 (Teacher- 5 Day )	\$245.00
90	OE Level 1 (Student- 5 Day )	\$346.00

- G. In addition, District shall pay per person, a prorated portation thereof, for lodging and meals for any student or teacher who does not attend for the entire program.
- H. District shall participate in said program for the 2019-20 school year by sending the number of students specified in Section F to the program and shall comply with the regulations of the County Superintendent established for the maintenance of this program.
  - I. District agrees to pay the fee for the actual number of students in attendance or for 90% of the number of students set forth in paragraph #6, whichever is greater, whether or not the pupils actually attend the Marin County Outdoor School, unless notice of change has been given in writing 120 days prior to the week of attendance.
- J. County Superintendent shall pay all costs of maintaining and managing the program, including salaries of personnel, food, lodging, etc., except as herein stated. The program shall be under the direction of the County Superintendent and the final decision on its operation shall rest with the County Superintendent; however, the County Superintendent shall consult with the District and, if possible adjust the program to fit the particular requirements of the District.
- K. As soon as the total costs have been determined and the charges to the respective District computed, County Superintendent shall send appropriate billing to the District. Upon confirmation by the District that this amount is correct, the District or responsible school organization shall authorize payment in the appropriate amount to the Marin County Schools Service Fund. If payment for services will be made by any organization other than the District (i.e. PTA group), please indicate here:
- L. County Superintendent shall maintain adequate liability insurance to cover its operations under this program; however, it shall also be the responsibility of District to provide appropriate liability insurance covering the activities which may be under the control or supervision of District.
- M. In addition to the charges outlined above, District shall be responsible for any additional costs occasioned by its use of the facilities, such as, but not limited to, damage to the grounds, equipment or buildings.

**Pioneer School**

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N. District shall defend, hold harmless and indemnify MCOE/WCR and each of its officers, employees, and agents against any and all claims, demands, causes of action, damages (including damages to WCR property), costs and liabilities, in law or in equity, of every kind and nature whatsoever, which arise out of or are in any way connected with the use and occupation of WCR campus described herein. To the fullest extent legally permissible, this indemnity and hold harmless agreement by the District shall apply to any and all acts or omissions, whether active or passive, on the part of the District or its agents, employees, representatives, resulting in a claim or liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of MCOE/WCR its officers, employees, or agents. Where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees or volunteers.

O. The dates for the 5 day program assigned for your District are:

**Arrive on: Monday, February 3, 2020**

**Depart on: Friday, February 7, 2020**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ATTENDING SCHOOL**

By: \_\_\_\_\_

Title \_\_\_\_\_

School: Pioneer School  
5215 Hamel Street  
Davis CA 95618

District: Davis Joint Unified

**MARIN COUNTY OFFICE OF EDUCATION**  
**Mary Jane Burke**  
**Marin County Superintendent of Schools**  
**MARIN COUNTY OUTDOOR SCHOOL**

By: Patrick McLaughlin  
*Ranch Manager / Outdoor School Principal*

*Please review and sign Agreement and return to us ASAP by email or mail.*

*Mail to: Pam Gambonini*  
*Marin County Outdoor School*  
*1700 Marshall -Petaluma Road*  
*Petaluma, CA 94952*  
*email: pgambonini@marinschools.org*

Michael's Transportation Service, Inc.  
 140 Yolano Drive  
 Vallejo CA 94589  
 Phone: (707) 643-2099  
 Fax:(707) 643-4454  
 Dispatch: (707) 643-2099  
 www.bustransportation.com



**Number: 414432**  
 From: barbaras@bustransportation.com  
 Sales Associate: Barbara Stangl  
 Order Date: 5/14/2019  
 Customer NO.: 783  
 Number of Vehicles: 1

PIONEER ELEMENTARY SCHOOL-DAVIS  
 5215 HAMEL STREET  
 DAVIS CA 95616-

Pickup	Destination	Amount	Misc. Charges	Total
Monday 2/03/2020 Spot: 08:00AM Depart: 08:30AM		\$990.08		\$990.08
PIONEER ELEMENTARY SCHOOL - DA 5215 HAMEL ST DAVIS CA 95616 Return 2/03/2020 Vehicle Type: STORAGE BUS	WALKER CREEK RANCH 1700 MARSHALL-PETALUMA RD PETALUMA CA 94952 Depart From Destination 2/03/2020			
PATTY SMITH - Mobile Number: 530-757-5480 Number of Passengers: 150 3 BUS MOVE - ONE WAY MOVE PICK UP GROUP ON 2/7				
**NOTE - WE CAN PROVIDE A BUS WITH STORAGE IN THE UNDERCARRIAGE BUT WE CANNOT GUARANTEE THAT ALL YOUR LUGGAGE WILL FIT.				
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Sales Associate: Barbara Stangl  
Order Date: 5/14/2019  
Customer NO.: 783  
Number of Vehicles: 1

PATTY SMITH - Mobile Number: 530-757-5480

Number of Passengers: 150

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**\*\*NOTE - WE CAN PROVIDE A BUS WITH STORAGE IN THE UNDERCARRIAGE BUT WE CANNOT GUARANTEE THAT ALL YOUR LUGGAGE WILL FIT.**

Friday 2/07/2020 Spot: 11:15AM Depart: 11:45AM

\$990.08

\$990.08

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PETALUMA CA 94952  
Return 2/07/2020

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DAVIS CA 95616  
Depart From Destination 2/07/2020

Vehicle Type: STORAGE BUS

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# Confirmation

Michael's Transportation Service, Inc.  
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Order Date: 5/14/2019  
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Number of Vehicles: 1

<b>Total:</b>	<b>\$5,940.48</b>
<b>Amount Paid:</b>	
<b>Balance Due:</b>	<b>\$5,940.48</b>

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## CONTRACT TERMS

***A 20% NON-REFUNDABLE deposit may be required to secure your reservation. Remaining payment is always due 10 (ten) business days prior to services rendered, unless other prior financial arrangements have been approved by Michael's Transportation Service, Inc.***

### 1. PAYMENT TERMS:

- A) Unless otherwise approved by Michael's Transportation Service, Inc., payment is due in FULL prior to your trip. Payment can be made via Check, Cash to driver, Purchase Order (PO), or Credit Card Authorization;
- B) If using a Purchase Order, please provide a copy of the actual Purchase Order prior to trip date.

### 2. CANCELLATION POLICY: EFFECTIVE SEPT. 1, 2018

- A. Cancellations made within 1-7 days of reservation date, 50% of total booking cost will be charged.
- B. Cancellations made on the day of your trip and or Cancel on the spot (Bus and driver dispatched) – 100% of total booking cost will be charged.
- C. Reservations are subject to cancellation if customer has not called to reconfirm the reservation prior to the trip.
- D. Cancellations due to weather can be rescheduled at no charge.

### 3. OVERTIME POLICY:

- A. Overtime charges will apply if actual return time exceeds contract return time.
- B. School Bus is \$100 per hour in increments of 15 minutes.
- C. Motor Coach, Limo Bus or Party Bus is \$100 per hour in increments of 15 minutes.

### 4. OVERNIGHT STAY:

- A. Customer is responsible for booking a Hotel room for driver(s) and ensuring the Hotel can provide parking for vehicle(s).
- B. Customer is responsible for sending a confirmation for Hotel to Michael's Transportation for driver(s), prior to trip.

### 5. PARKING FEES:

- A. Customer is responsible for any parking fees if deemed necessary.
- B. Pricing for parking vehicle is not included in price. Customer is responsible to pay for fees on-site.

### 6. CLEANING & DAMAGE FEES:

- A. Customer is subject to cleaning and/or damage fees if deemed necessary.
- B. Customer is responsible for ensuring the vehicle is clean prior to ending of trip(s).

### 7. ALCOHOL POLICY:

- A. No alcohol may be allowed without prior notice as to additional fees will be applied.
- B. No alcohol may be consumed by any persons unless all passengers are twenty-one (21) years of age.
- C. Michael's Transportation reserves the rights to refuse service if conduct of passenger(s) becomes hazardous or unsafe to other passenger(s) and driver.

### 8. RUSH FEE:

- A. Any reservation booked within 48 hours of trip date may be subject to a rush fee of \$100.

### 9. GRATUITY:

- A. Gratuity is not included in the price **unless specified**.
- B. Gratuity is Optional
- C. If you would like to add gratuity for the driver in advance, please let us know.

### 10. DRIVER & CONTACT INFORMATION:

- A. If requested, the assigned driver's name and work phone contact number can be provided. Driver information is not available till 2-3 business days prior to the trip. Direct contact with drivers is allowed after the driver has picked up your

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group. Drivers can not be contacted while they are driving.

**\*\*Michael's Transportation Service, Inc., is not responsible for any items left on the bus during or after trip(s)\*\***

Please sign this agreement and return via fax at {{(707) 643-1906}} confirm your trip, terms and conditions. Price is based on time and miles given when ordered. Final costs may be adjusted accordingly. Thank you for your business!

CUSTOMER'S SIGNATURE	DATE
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