



# THE mosaic PROJECT®

Service Agreement #: 2807

## Service Agreement

This document, consisting of two pages, including the attached Terms and Conditions, constitutes a Service Agreement between The Mosaic Project (TMP) and the Participating School described below (hereafter referred to as Participating School):

**Contact Person:** Eli Paris **Participating School:** Venetia Valley TK-8 **School Phone:** 415-492-3150  
**Address:** 177 North San Pedro Rd., San Rafael, CA 94903 **E-mail:** eparis@srcs.org **Alternate Phone:** 415-686-2098  
**Teacher(s):** Eli Paris & Jessica Marker **Principal:** Juan Rodriguez **Principal Phone:** 415-492-3150 **Grade Level Attending:** 4<sup>th</sup>  
**Name(s) and E-mail(s) of staff to receive and approve invoices for payment:**  
Juan Rodriguez Jrodriguez@srcs.org Maricarmen Pulido Mpulido@srcs.org

This Service Agreement is entered into for the purpose of providing educational services through TMP residential program and in-school programs.

### *The Mosaic Project will provide the following services and materials:*

1. For the Residential Program at the Outdoor School (*dates & times below*)
  - a. Food and lodging during the program for students and teachers.
  - b. Program Staff at an approximate ratio of one staff person per 10 or fewer students.
  - c. High-school/college aged Cabin Leaders at an approximate ratio of one cabin leader per 10 or fewer students.
  - d. Instructional materials and supplies as required for implementation of the program.
2. For the In-School Project (*dates & times TBD*)
  - a. Parent Info Night for parents of students about to attend the Outdoor School. (1.5 hours)
  - b. Family Workshop for all families in the school. (2 hours)
  - c. Teacher Workshop. (2 hours)
  - d. Up to 2 all-school Assemblies offered on the same day. (up to 2; e.g. one K-2 and one 3-5)
  - e. Follow-up Program for Mosaic alumni to be peer educators.
  - f. 12 copies of the Curriculum Guide.
  - g. 12 sets of posters.

### *Participating School will:*

1. For the In-School Program
  - a. Provide space for workshops and assemblies.
  - b. Ensure the presence of the teachers in every program with the exception of the Family Workshop.
  - c. Participate in planning and scheduling sessions.
  - d. Reinforce key concepts learned through The Mosaic Project's programs.
2. For Residential Program at the Outdoor School
  - a. Provide own transportation to and from the program site.
  - b. Provide one teacher chaperone per class of students.
  - c. Ensure that students bring along a bag lunch on the first day of the program.
  - d. Ensure that there is a back-up person to pick up students who need to be sent home due to health or behavioral issues, as determined by The Mosaic Project, if the parents or guardians are not available.
  - e. Ensure that The Mosaic Project receives completed and signed medical and information/contract forms from every participant by **Monday, September 2, 2019.**
  - f. Ensure that The Mosaic Project receives completed Student List, Cabin/Sharing Group Chart, and Medical/Behavioral Summary forms from the participating teachers by **Monday, September 9, 2019.** (*There will be a \$50/week Administrative Late Fee for each week the forms are overdue.*)
  - g. Send a class of no fewer than the minimum number of students, and no greater than the maximum number of students, to each of the following Outdoor School sessions:

**Session 3 - September 30<sup>th</sup> to October 4<sup>th</sup>** (minimum 22 students, maximum 27 students)

Starting Date/Time: **Monday, Sept. 30, 2019 11:30 AM**

First Meal: **Dinner - Monday, Sept. 30, 2019**

Departure Date/Time: **Friday, October 4, 2019 12:30 PM**

Last Meal: **Lunch - Friday, October 4, 2019**

**Session 4 - October 7<sup>th</sup> to October 11<sup>th</sup>** (minimum 22 students, maximum 27 students)

Starting Date/Time: **Monday, Oct. 7, 2019 11:30 AM**

First Meal: **Dinner - Monday, Oct. 7, 2019**

Departure Date/Time: **Friday, Oct. 11, 2019 12:30 PM**

Last Meal: **Lunch - Friday, Oct. 11, 2019**

**Session 5 - October 14<sup>th</sup> to October 18<sup>th</sup>** (minimum 21 students, maximum 27 students)

Starting Date/Time: **Monday, Oct. 14, 2019 11:30 AM**

First Meal: **Dinner - Monday, Oct. 14, 2019**

Departure Date/Time: **Friday, Oct. 18, 2019 12:30 PM**

Last Meal: **Lunch - Friday, Oct. 18, 2019**

**SIGNED SERVICE AGREEMENT DUE: Upon receipt**

For **Up to 65 students** and **3 teachers** participating in the Outdoor School program, the charge to Venetia Valley will be **\$11,250**.

**GUARANTEED MINIMUM FEE: \$11,250**

**DEPOSIT OF: \$2,250** (20% of the Guaranteed Minimum Fee)

**DEPOSIT DUE: September 2, 2019**

**THE FINAL BALANCE IS DUE ON OR BEFORE THE FIRST DAY OF THE SCHOOL'S FINAL SESSION: 10/14/19.**

- An additional charge of \$150 will be assessed for each student attending the Outdoor School greater than 65.
- The charge for each additional teacher (beyond one per class) is \$150 for the week.

Participating School agrees to deliver the Final Balance to The Mosaic Project by the arrival date of their final class at the Outdoor School facility in Felton. Exceptions must be approved by The Mosaic Project prior to arrival. **Participating School agrees to pay interest on any unpaid balance at the rate of 1% per month (annual percentage rate of 12%).**

If Participating 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, Participating School agrees to pay the entire amount of the Guaranteed Minimum Fee as liquidated damages; provided, however, Participating 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.

**Participating School:** Venetia Valley

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

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

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**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) Participating 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 September 2, 2019.**
- c) The Mosaic Project is a smoke-free environment. Participating 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) Participating School will not allow its personnel or students to enter the pool area unless a qualified lifeguard is supervising the pool area.
- f) When it is necessary to remove a student from a cabin or learning group for behavioral or other reasons, the student's classroom teacher will contact the parent as soon as possible. Mosaic staff will also be available to answer questions from the parent, in the presence of the student's teacher. If the student's teacher and Mosaic staff deem that the student is unable to spend the night in the cabin without negatively impacting the experience of the other students, the parent will be asked to pick up the child before bedtime or, in the event that such a determination is made at bedtime, as soon as possible that night.

**2) Liability for Injury to Persons or Property**

- a) Participating School agrees to defend, indemnify, and hold harmless The Mosaic Project, Cityteam Ministries, CityTeam Camp MayMac and any and all facility owners and the past, present, and future members, directors, officers, employees, agents, and independent contractors of any and all of the foregoing, their successors, assigns, and heirs (all of the foregoing hereinafter referred to as "Indemnitees") from and against any and all actions, causes of action, claims, charges, penalties and expenses of any kind whatsoever (including, without limitation, reasonable



attorney's fees) regardless of when arising, accruing or vesting, whether known or unknown, fixed or contingent, which relate to, arise out of or are in any manner whatsoever associated with: 1) any act or failure to act of Participating School or any of its directors, officers, employees, agents, independent contractors, personnel, students, and any person or entity permitted by Participating School to enter or remain at The Mosaic Project's residential program, and 2) the transportation Participating School is obligated to provide under 2d) below.

- b) During the term of this agreement, Participating 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, and the other Indemnitees as additional insureds and requiring at least ten days prior written notice to the Indemnitees of any cancellation.
- c) The Mosaic Project, CityTeam Ministries, and CityTeam Camp MayMac in no event shall be liable to Attending School or to any company insuring Attending School for any loss, liability or damage, if such loss, liability or damage was or could have been recovered by Attending School or such company from any person or entity or has the right to recover under any policy of insurance.
- d) Participating 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 Participating School and/or its personnel which enters or leaves the facility must be S.P.A.B. (Schools, People, Activities Bus) certified, and the carrier must name The Mosaic Project, and the other Indemnitees as additional insureds. If Participating School uses carpools, it must verify that all drivers and vehicles are adequately insured and must provide The Mosaic Project with a list of drivers, the insurance companies, and policy numbers.

3) **Use Fees and Costs**

- a) The Guaranteed Minimum Fee is based on the number of students guaranteed by Participating School. It will be charged to Participating School even if fewer students attend the program than Participating School guaranteed, or if Participating 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 Participating School originally guaranteed, and Participating School shall pay to The Mosaic Project all additional fees shown on the previous page for each additional participant.
- c) Attending School agrees to pay The Mosaic Project and/or Cityteam Ministries, and CityTeam Camp MayMac the amount necessary to repair or replace property or equipment damaged or destroyed during the program. The determination of that amount shall be at the sole reasonable discretion of The Mosaic Project, CityTeam Ministries, and CityTeam Camp MayMac.
- d) Attending School agrees to deliver the Final Balance to The Mosaic Project by the date of their arrival at the facility in Felton. Exceptions must be approved by The Mosaic Project prior to arrival. Attending School agrees to pay interest on any unpaid balance at the rate of 1% per month (annual percentage rate of 12%).
- e) **Participating School agrees to deliver all necessary forms to The Mosaic Project by September 2, 2019.** Exceptions must be approved by The Mosaic Project prior to that date. Participating School agrees to pay an Administrative Late Fee of \$50/week for each week the forms are overdue.

4) **Miscellaneous**

- a) Participating 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) Participating School warrants that the person signing the Service Agreement 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 Participating 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. Participating 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.
- e) The Mosaic Project reserves the right to be in ongoing direct contact with the students and their families after the program has ended with the goal of building and maintaining the Mosaic community.

5) **Termination and Breach**

- a) The Mosaic Project may terminate this agreement without any liability 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, rule, or regulation of any federal, state, or local body impose undue requirements or hardship on The Mosaic Project.
- 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 Participating 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.

(initials)