



**WALDEN WEST  
OUTDOOR SCIENCE SCHOOL AGREEMENT**  
(Cupertino Site-Public School)

This is an Agreement between the Santa Clara County Office of Education (SCCOE) and Milpitas Unified School District for the implementation of a Walden West Outdoor Science School Program involving the schools as set forth in Exhibit I (page 7).

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Facilities to be provided. Via rehabilitation services shall provide the facilities and property, located at 13851 Stevens Canyon Road, Cupertino, California 95014.
2. Services to be provided. The SCCOE shall provide services as follows:
  - A. An instructional program known as Walden West Outdoor Science School.
  - B. Meals and food services on days specified as follows:
    - Day 1 Dinner meal
    - Day 2 Breakfast, lunch, and dinner meals
    - Day 3 Breakfast, lunch, and dinner meals
    - Day 4 Breakfast, lunch, and dinner meals\*
    - Day 5 Breakfast
  - \* Participants of a 4-day program receive only breakfast on day 4 and no meals on day 5.
  - C. All electricity, lights, heat, and water.
  - D. Facilities that are in good repair and in safe and habitable condition.
  - E. Personnel and resources necessary to implement the Walden West Program.
  - F. Health and accident insurance per student participant to maximum amount of three thousand five hundred dollars (\$3,500). Any health and accident expense in excess of three thousand five hundred dollars (\$3,500) per student shall be the responsibility of the District.

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3. District's Responsibilities. District agrees to the following:

- A. The District agrees to participate with a minimum number of students as set forth in Exhibit 1 and further agrees to pay the amount as listed in Section 4. The District will provide the account structure to be charged.
- B. In the event of cancellation, the District shall give the Program Director at least ninety (90) days prior written notice for cancellation. Otherwise, the District shall be liable and billed for the program costs.
- C. In the event that 10%-20% of students will not show up for the Program, the District shall give the Program Director at least thirty (30) days prior written notice. Otherwise, the District shall be liable and will be billed for those program costs for each non-attending student if not notified as indicated above. If more than 20% of the students are absent, the District shall be liable and be billed for the program costs.
- D. The District shall provide one (1) teacher for each class unit of thirty-six (36) students or less.
- E. The District shall provide Walden West Outdoor Science School with an original signed Walden West health form and copy of a field trip release form for each child participant.
- F. The District shall provide emergency School District phone numbers including school principal, assistant superintendent, transportation department, and a completed emergency phone tree listing parent participants and school officials who must be notified in the event of an emergency.
- G. The District shall provide transportation to and from the Walden West Center for all students, teachers, and other personnel from the district participating in the program, including transportation of students needing medical treatment or disciplinary action.
- H. The District shall repair all damages beyond normal wear and tear which arise from the District's use of the property.
- I. The District shall observe the regulations and responsibilities as set forth in Attachments "A" and "B".

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4. Fees and Charges. District agrees to pay the Santa Clara County Office of Education the following amounts:

STUDENTS:

OPTION 1: Attending school does not provide cabin leaders.

- 5-Day Program: \$290.00 times the number of student participants.

- 4-Day Program: \$270.00 times the number of student participants.

OPTION 2: Attending school provides high school or college cabin leaders at the ratio of one cabin leader per twelve students. The number of cabin leaders may not exceed the one per twelve ratio unless arrangements have been made with Walden West.

- 5-Day Program: \$285.00 times the number of student participants.

- 4-Day Program: \$265.00 times the number of student participants.

OPTION 3: Attending school provides high school or college cabin leaders at less than the one to twelve ratio.

- \$50.00 will be deducted from the attending schools invoice for each cabin leader provided, regardless of program length.

TEACHERS/SCHOOL REPRESENTATIVES:

- 5-Day Program: \$165.00 times the number of adult participant

- 4-Day Program: \$155.00 times the number of adult participants.

No refunds will be given after a student's arrival at outdoor science school without the authorization of the Director of Walden West. Any child sent home for discipline reasons will not receive a refund.

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5. Indemnification by SCCOE. Santa Clara County Office of Education shall assume the defense of, and indemnify and save harmless District, its officers, employees, and agents from every expense, liability, or payment by reason of injury (including death) to persons, or damage to property suffered through any act of omission of Santa Clara County Office of Education, its officers, employees or agents arising from Santa Clara County Office of Education's failure to keep the premises in good repair and in safe condition or otherwise arising from the performance of this Agreement.
6. Indemnification by District. District shall save harmless Santa Clara County Office of Education, its officers, employees, and agents from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of District, its officers, employees or agents.
7. Amendments. This Agreement may be amended or extended by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

MILPITAS UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_ Date \_\_\_\_\_  
District Superintendent or Designee

And

SANTA CLARA COUNTY OFFICE OF EDUCATION

By  \_\_\_\_\_ Date 7-1-16  
Christian Patz, Interim Director

Return signed Outdoor Science School Agreement to:

**Walden West Center,  
15555 Sanborn Road  
Saratoga, California 95070  
Tel: (408) 573-3050  
Fax:(408) 867-9667**

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**ATTACHMENT "A"**

**REGULATIONS FOR USE OF WALDEN WEST (CUPERTINO)**

The aesthetic beauty and educational values of Walden West are due to its relatively undamaged natural area. Please use pathways and avoid walking on grass or plants.

All visitors to the Walden West Outdoor School program are requested to observe the following regulations in order that this facility may be enjoyed for years to come.

Alcohol/Drugs

The possession or use of alcoholic beverages or illegal drugs and narcotics is prohibited.

Firearms/Fireworks

The possession of firearms, knives, air guns, and fireworks is prohibited.

Smoking

Smoking is not permitted on the grounds at any time.

Plants

The mutilation, destruction, or removal of any plant material is prohibited.

Animals

The feeding, removal, or destruction of any animal is prohibited.

Geological and Archaeological Features

The removal of geological, paleoecological (fossil), archaeological or historical features or objects is prohibited.

Hunting/Fishing

Hunting and fishing are prohibited.

Trails

Hikers are required to confine their hiking to trails provided for that purpose.

Vehicles

The speed limit is 5 miles per hour on all facility roads. Vehicles can be operated only on designated roads and must be parked only in designated areas.

Waste Disposal

Trash and recyclables must be put in proper containers.

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**ATTACHMENT "B"**

**SCHOOL POLICIES REGARDING CLASSROOM TEACHERS**

1. A classroom teacher shall accompany each class of students in attendance at the Outdoor Science School. One (1) teacher for each class unit of thirty-six (36) students or less.
2. The classroom teacher shall be subject to the following regulations during the period of time that his/her class is in attendance at the Outdoor Science School.
  - A. The classroom teacher shall be available on a 24-hour per day basis for consultations involving his/her class except in the following situations:
    1. Family emergency:  
Classroom teachers may be absent for short periods of time in case of unforeseen emergencies involving family members. In this event, the teacher shall notify the Outdoor Science School Manager of the nature of the emergency and where he/she may be reached if needed. The principal shall be notified of the teacher's absence.
    2. Professional Responsibilities:  
If a teacher is to be absent for professional responsibilities at any time, the principal of his/her school shall notify the Outdoor Science School Manager of this in writing, indicating the nature of the absence and the person who will substitute in that teacher's absence.
  - B. The classroom teacher shall actively participate in the Walden West Outdoor Science School education program to the best of his/her abilities.
  - C. Family members of the classroom teacher are not permitted to accompany him/her unless it is an exceptional situation, and it has been approved by the Santa Clara County Office of Education in advance of the attendance date.
3. Smoking as well as possession and consumption of alcoholic beverages and illegal drugs of all types on the Outdoor Science School campus is prohibited.
4. The Director of the Outdoor Science School shall inform the school district in writing regarding any deviations from these policies by classroom teachers.

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**EXHIBIT I**

<b><u>SCHOOLS ATTENDING</u></b>	<b><u>DATE/S ATTENDING</u></b>	<b><u>MINIMUM NUMBER OF STUDENTS</u></b>
Rose	Mar. 14-17, 2017	66
Weller	May 8-12, 2017	65
Sinnott	Oct. 25-29, 2016	95