

SANTA CRUZ COUNTY OFFICE OF EDUCATION
Michael C. Watkins, Superintendent
400 Encinal St. Santa Cruz, CA 95060

AGREEMENT

SANTA CRUZ COUNTY OUTDOOR SCIENCE SCHOOL

This agreement is entered into this 27th day of June by and between the office of Santa Cruz County Superintendent of Schools, hereafter called "Superintendent" and Scotts Valley Unified School District in Santa Cruz County, hereinafter called "District."

WHEREAS, section 8700-8707, 8760-8764, 8767-8769, 1700, 1703, 35160-35160.2, 35330 and 35335 of the Education Code of the State of California authorizes the County Superintendent of Schools to contract with school district to provide programs and classes in outdoor science and conservation education to pupils in the district; and

WHEREAS, said Education Codes further authorize school district to participate in such program provided under contract with the County Superintendent of Schools upon payment by the district of the actual cost of providing such programs or classes;

NOW, THEREFORE, pursuant to such authority and in consideration of the mutual premises herein contained, the parties hereto agree as follow:

1. Superintendent agrees to conduct a program of outdoor science and conservation education during the school year 2017-2018
2. a. District agrees to participate with a minimum of 200 students of its fifth or sixth grade classes in said program during the Fall and/or Spring of the 2017-2018 school year and further agrees to pay the amount due according to the attached fee schedule. Payment is expected within 30 days of participation unless a prior arrangement has been made. A Purchase Order number, or other appropriate authorization from the district, is to be attached to the signed acceptance form.
b. District agrees to have at least one *District-certificated teacher* per thirty (35) students in attendance at the Outdoor Science School.
c. District also agrees to pay \$35.00 for each teacher participating in the mandatory pre-session Classroom Teacher In-service.
d. If a student is unable to complete the program in which s/he is participating after arrival at the Outdoor Science School for any reason other than injury, illness, or family emergency, his/her absence shall not reduce the fee.
3. The District recognizes this activity is a school sponsored field trip and as such, agrees to provide transportation to and from the Outdoor Science School for all students, teachers and other personnel from that district participating in the program pursuant to this agreement, including accepting responsibility for transportation of students needing medical treatment due to injury and students who have been suspended from the Outdoor Science School program for infraction of the ground rules.
4. The District may share responsibility for the recruiting of the volunteer high school students that aid in the supervision of the visiting students. If the District recruits adults, the District shall submit an affidavit confirming a current Live Scan Fingerprint clearance 30 days in advance of participation for said adult volunteer.
5. The District shall give Superintendent at least thirty (30) days written notice if, for any reason, the guaranteed number of students will not attend. If, for any reason, more than 5% of the guaranteed number of students do not attend as agreed, and the written notification requirement, as indicated above, has not been met, the District will be held liable and will be billed for those program costs for

each non-attending student. If the District does follow the written notification requirement, the District will be exonerated from liability under this agreement to the extent it cannot fulfill the guaranteed number of students.

6. District agrees that students and adult personnel will adhere to the Outdoor Science School Ground Rules. If an infraction occurs, the Superintendent reserves the right to exclude offender from the program.

7. Superintendent agrees to indemnify and save District harmless from and against any and all claims arising from any act, omission, or negligence of Superintendent or its contractors, licensees, agents, servants, or employees or arising from any accident, injury, or damage whatsoever caused to any person or property arising out of or in any way connected with the program of outdoor science and conservation education being offered by Superintendent, excluding claims arising from loss or injury due to any act, omission, or negligence of District with respect to matters for which District is responsible. District, in turn, agrees to indemnify and save superintendent harmless from and against any and all claims arising from any act, omission, or negligence of District from an accident, injury, or damage whatsoever caused to any person or property arising out of or in connection with providing transportation to participants to and from the Outdoor Science School.

8. It is understood and agreed to by the parties hereto that Superintendent will exercise general supervision of the program and will employ the necessary personnel for that purpose.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date above written



Santa Cruz Superintendent of Schools (or Designee)

School District: Scotts Valley Unified of Santa Cruz County

Signature

Title

Date

Attachments: Statement of Policy
Attendance Dates
Tuition Schedules