

Colleen B. Wilcox, Ph.D.
Superintendent

Santa Clara County Office of Education

Walden West Outdoor School

**Walden West Outdoor Science School District Agreement
2017-2018**

The Santa Clara County Office of Education, a public educational agency, located at 1290 Ridder Park Drive, San Jose, California 95131, hereinafter referred to as "SCCOE", and _____
Milpitas Unified _____ School District hereinafter referred to as "District",
located at 1331 East Calaveras Blvd., Milpitas, CA 95035, mutually agree as follows:

1. BASIS OF CONTRACT

Pursuant to the provisions of Education Code Section 8763, SCCOE may enter into Contracts with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for students of the District or private school.

2. TERM OF CONTRACT

This Contract is effective September 1, 2017 and shall remain in effect through June 30, 2018.

3. PAYMENT

3.1 Unless otherwise agreed in writing, District shall pay SCCOE after completion of a school's week at the Walden West Outdoor Science School and upon receipt of invoice(s) as specified below. It is understood and agreed that payment to SCCOE for participation in the Walden West Outdoor Science School shall be made for each participant. Payments are due within forty five (45) days of the date of invoice.

3.2 If District funds are used, District shall submit a Purchase Order for participation at the Walden West Outdoor Science School. Or make checks out to Walden West Outdoor School.

3.3 The required per-Student charge is:

- Two Hundred and Ninety Dollars (\$290.00) for four (4) days
- Three Hundred and Ten Dollars (\$310.00) for five (5) days
- \$5 per student discount with one (1) cabin leader for every twenty (20) students

3.4 The required per-Teachers, School Representative and Adult Chaperones charge is:

- One Hundred and Seventy-five (\$175) for four (4) days
- One Hundred and Eighty (\$180) for five (5) days
- \$5 per student discount with cabin leaders

3.5 Charges for District visitors to Walden West Outdoor Science School are as follows. Payment for District visitors will be included on the invoice from SCCOE to the District.

- Meals: \$ 3.00/each
- Lodging: \$ 30.00/per day

Payment for School visitors will be included on the invoice from SCCOE to the School. The Director of Environment Education at Walden West Outdoor Science School must pre-approve all visitors to the program well in-advance. Please see section 7 for visitor clearance.

3.6 The costs as specified in this Section are one (1) week costs. A week is defined as the period beginning with dinner following the participants arrival on Day 1 and ending with breakfast on the last day of the program (Day 4 or 5).

3.7 At the option of the District, their participating school(s) may collect an additional student fee to cover busing and other internal costs.

4. CANCELLATION/NO SHOWS/REFUNDS

4.1 In the event the District must cancel participation in the Walden West Outdoor Science School program, the District must provide SCCOE with sixty (60) days advance notification in writing to the Director of Walden West Outdoor Science School. If such proper written notification is not provided, SCCOE may charge the District up to Eighty Percent (80%) of the original to provide for irrecoverable costs.

4.2 In the event that 10% to 20% of the number of students will not participate in the Program, the District shall give the Director of Environment Education at Walden West 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.

4.3 No refunds will be given after a student's arrival at Walden West Outdoor Science School in cases of homesickness, dismissal for discipline or voluntary withdrawal.

4.4 Students who leave camp for medical reasons for two (2) days or more will receive a pro-rated refund.

5. RESPONSIBILITIES OF SCCOE

In order to provide such educational programs, SCCOE shall perform the following:

- 5.1 Provide a food service program for students, teachers and other participants in the Walden West Outdoor Science School program. Meals and food services on days specified as follows:
 - Day 1: Dinner meal
 - Day 2: Breakfast, lunch, snack and dinner meal
 - Day 3: Breakfast, lunch, snack and dinner meal
 - Day 4: Breakfast, lunch, snack and dinner meal*
 - Day 5: Breakfast*

*Participants of a 4 day program receive only breakfast on day 4 and no meals on day 5.

- 5.2 All electricity, lights, heat, and water.
- 5.3 Facilities that are in good repair and in safe and habitable condition.
- 5.4 Personnel and resources necessary to implement the Program.
- 5.5 Contract with various camp facility owners for facilities, supplies and services necessary for the operation of the Walden West Outdoor Science School.
- 5.6 Communicate with participating Schools/Schools regularly regarding the operation and curriculum of the Walden West Outdoor Science School.
- 5.7 Develop the official calendar each school year which establishes the period of service and the number of students for each School which will participate in the Walden West Outdoor Science School program.
- 5.8 Provide curriculum materials for all participants of the Walden West Outdoor Science School program.
- 5.9 Provide first aid facilities and supplies for minor injuries or illnesses.
- 5.10 Assign students to cabins for residence while attending the Walden West Outdoor Science School.

6. RESPONSIBILITIES OF THE DISTRICT

The District, as a participant in the Outdoor School Science School program, shall perform the following:

- 6.1 The District shall recruit and provide for the attendance of students in the Walden West Outdoor Science School program.
- 6.2 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 3. The District will provide SCCOE the correct account structure to be invoiced accordingly.

- 6.3 The District shall provide at least a one (1) teacher, credentialed to teach in the State of California, for each class of thirty-six (36) or less students scheduled to participate in the Walden West Outdoor Science School program. The teacher is the authorized representative of the District at the Walden West Outdoor Science School.
- 6.4 The District is responsible for the health and safety of District students during the entire period that the students are participating in the program, including the time the students are in transit to or from the Walden West Outdoor Science School.
- 6.5 The District shall provide at least one (1) cabin leader for every twenty (20) students who will fully participate in the week-long program and supervise students in the cabins during residence at the Walden West Outdoor Science School. All over 18 cabin leaders and chaperones must comply with item 8.
- 6.6 The District shall fill out and return the Walden West Outdoor Science School Confirmation Sheet confirming the number of students, teachers, chaperones, and cabin leaders who will participate at least sixty (60) days prior to the event.
- 6.7 The District will assign students to cabins for residence while attending the Walden West Outdoor Science School.
- 6.8 The District shall provide Walden West Outdoor Science School with the following lists two weeks prior to arrival: class lists, list of participants by gender, cabin lists, health list summary, dietary restrictions list, special needs/health concerns list and night concerns list.
- 6.9 The District will provide Walden West Outdoor Science School with an accurate list of program participant names upon arrival. The list shall indicate the name(s) for the teacher(s) who will supervise the students while at Walden West Outdoor Science School, and any adult chaperones and cabin leaders. Chaperones/cabin leaders over the age of 18 must comply with item 7.
- 6.10 The District shall provide Walden West Outdoor Science School upon arrival at Walden West with original, completed and signed Walden West registration packet for each student participant.
- 6.11 The District shall provide Walden West Outdoor Science School upon arrival at Walden West with all completed and signed physician's forms and medications for each student participant requiring over-the-counter or prescription medication while attending Walden West Outdoor Science School program.
- 6.12 The District shall provide Walden West Outdoor Science School upon arrival at Walden West 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.

- 6.13 The District shall provide transportation to and from the Walden West Outdoor Science School for all students, teachers, and other personnel from the district participating in the Walden West Outdoor Science School. Transportation shall be scheduled to ensure the arrival of the participants before 11:00 a.m. on the beginning date and departure by noon on the departure date as specified.
- 6.14 The School may provide cabin leader transportation with parental permission
- 6.15 The District shall observe the regulations and responsibilities as set forth in Attachments "A" and "B".
- 6.16 The District shall provide for the pre and post Walden West Outdoor Science School instruction of students attending the program. SCCOE shall provide assistance to District with respect to such instruction if requested to do so.
- 6.17 The District shall have on file a signed field trip authorization from the parent or guardian of each student participating in the Walden West Outdoor Science School program. SCCOE reserves the right to request copies of the field trip forms.

7. EMPLOYEE/VOLUNTEER/CHAPERONES/VISITORS FINGERPRINTING AND TB CLEARANCE

During the entire term of the Contract, the District, its employees and all subcontractors, interns, parent/guardian chaperones, and volunteers over the age of 18, shall fully comply with the provisions of the Education Code Section 45125 and Education Code section 49406 regarding DOJ, FBI fingerprinting background checks and tuberculosis. Districts and/or its subcontractors, interns, parent/guardian chaperones, and volunteers will pay for the cost of the fingerprinting. SCCOE may provide the Livescan fingerprinting background service for the District.

8. VISITORS

The Director of Environment Education at Walden West Outdoor Science School must pre-approve all visitors to the program well in-advance. Please see section 3 for charges for District visitors and section for visitor clearance.

9. INDEMNIFICATION

The District agrees to defend, indemnify, save, and hold harmless SCCOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is

connected with the sole negligence or error or omission of SCCOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage. SCCOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

10. INSURANCE

The District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and SCCOE as their interests may appear. The SCCOE does not provide Accident/Illness insurance for participants. Each student is responsible for providing their own coverage.

11. VERIFICATION OF INSURANCE COVERAGE

Certificates of Insurance will be made available to the SCCOE upon request.

12. REIMBURSEMENT FOR DAMAGES

The District shall reimburse SCCOE for any damages resulting from the use of Walden West Outdoor Science School facilities and equipment, normal wear and tear excluded. Reimbursement shall be based upon the actual cost of materials, parts and labor required for repair or replacement. Payment shall be made upon receipt of an itemized invoice.

13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent District and not an officer, employee or agent of SCCOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCCOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

The District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of SCCOE. If prior written consent is not given by SCCOE to assign, transfer, or encumber this Contract, such action shall be deemed

automatically void. In addition, District shall not subcontract the work to be performed pursuant to this contract without prior written approval of SCCOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to SCCOE for prior written approval.

15. INTEGRATION

This Contract, including all attachments and exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the attachments and exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

19. TERMINATION

The Contract may be terminated by SCCOE upon sixty (60) days advance written notification.

20. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

21. TOBACCO-FREE WORKPLACE

When at SCCOE-owned or SCCOE--leased buildings, both parties hereby agree to comply with the Santa Clara County Office of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in SCCOE-owned or leased buildings, on SCCOE property and in SCCOE vehicles.

22. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Santa Clara County Office of Education's Alcohol and Drug-Free Workplace Policy 4020.

23. SIGNATURES OF THE PARTIES

Approved By:

Milpitas Unified

Name of School District

Santa Clara County Office of Education

Print Name and Title

Marie Bacher 8/29/17

Signature

Date

Marie Bacher

Director, Environmental Education

Signature

Date

Signature

Date

Dr. Steve Olmos

Chief Schools Officer

ATTACHMENT "A"

WALDEN WEST OUTDOOR SCIENCE SCHOOL

REGULATIONS "USE OF"

The aesthetic beauty and educational values of the Walden West Outdoor Science School 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 Science School 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 Walden West Outdoor Science School grounds at any time.
- **Plants:** The mutilation, destruction, or removal of any plant material is prohibited.
- **Animals:** The destruction or removal of any animal is prohibited.
- **Geological and Archaeological Features:** The removal of geological, paleontological (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.
- **Dogs:** No dogs are permitted.
- **Waste Disposal:** Trash and recyclables must be put in proper containers.

ATTACHMENT "B"
WALDEN WEST
OUTDOOR SCIENCE SCHOOL

POLICIES REGARDING CLASSROOM TEACHERS

1. A classroom teacher shall accompany each class of students in attendance during Walden West Outdoor Science School. One (1) teacher for each class unit of thirty-six (36) students or fewer.
2. The classroom teacher shall be subject to the following regulations during the period of time that his/her class is in attendance at Walden West Outdoor Science School.
3. The classroom teacher shall be available on a 24-hour per day basis for consultations involving his/her class except in the following situations:
 - a. 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 Director of Environment Education at Walden West 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.
 - b. Professional Responsibilities:

If a teacher is to be absent for professional responsibilities at any time, the principal of his/her school shall notify the Director of Environment Education at Walden West of this in writing, indicating the nature of the absence and the person who will substitute in that teacher's absence.
 - c. The classroom teacher shall actively participate in the Walden West Outdoor Science School Education program to the best of his/her abilities.
 - d. Family members of the classroom teacher are not permitted to accompany nor visit him/her at Walden West Outdoor Science School.
4. The Director of Environment Education at Walden West shall inform the school district in writing regarding any deviations from these policies by classroom teachers.

EXHIBIT I

WALDEN WEST OUTDOOR SCIENCE SCHOOL

ATTENDING

<u>SCHOOL NAME(S)</u>	<u>WEEK OF (DATES)</u>	<u>4/5 DAY PROGRAM</u>	<u>MIN. # STUDENTS</u>	<u>MAX. # STUDENTS</u>	<u>SITE</u>
Rose	11/28-12/1, 2017	4	65		Cupertino
Weller Elementary	Feb. 5-9, 2018	4	80		Cupertino

Additional Information/Notes: