

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	12-3277
Introduction Date	1/9/2013
Enactment Number	13-0077
Enactment Date	1-9-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Jan Puccetti  
Jacqueline Minor, General Counsel

**Board Meeting Date** January 9, 2013

**Subject** **APPROVAL OF AGREEMENT BETWEEN SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE) AND OAKLAND UNIFIED SCHOOL DISTRICT FOR THE IMPLEMENTATION OF WALDEN WEST OUTDOOR SCIENCE SCHOOL PROGRAM**

**Action Requested** Approval of Agreement between Oakland Unified School District and SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE) from February 25, 2013 – March 1, 2013.

**Background**  
*A one paragraph explanation of the the MOU.* This Agreement will cover field trip to WALDEN WEST CENTER OUTDOOR SCIENCE SCHOOL by Encompass Academy February 25, 2013 – March 1, 2013.

**Discussion**  
*One paragraph summary of the MOU.* This Agreement includes lodging, meals and hands on outdoor education camp led by trained educators located in Saratoga, CA. WALDEN WEST SCIENCE CENTER sessions span four days and three nights during which students, accompanied by classroom teachers live and learn in an outdoor environment. The program is operated on the premise that students learn best through hands-on activities. Lessons in the natural sciences are brought to life so students will develop an understanding and sense of appreciation for the environment. In addition to learning about the outdoors, WALDEN WEST OUTDOOR SCIENCE SCHOOL also develops a child's social skills. Throughout the week, in field classes and cabin groups, the children interact with students from other schools and cultures.

**Recommendation** Approval of Agreement between Oakland Unified School District and SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE) from February 25, 2013 – March 1, 2013.

**Fiscal Impact** Funding resource name: (GP) not to exceed \$15,000 per school year.

**Attachments**

- Walden West Center Outdoor Science School Agreement



Santa Clara County Office of Education

Charles Weis, Ph.D.  
County Superintendent of Schools

Walden West Science Center

## WALDEN WEST CENTER OUTDOOR SCIENCE SCHOOL AGREEMENT

(Saratoga Site - Out-of-District School)

This is an Agreement between the Santa Clara County Office of Education (SCCOE) and Oakland Unified School District (Contractor) 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. The SCCOE shall provide the facilities and property known as the Walden West Center, located at 15555 Sanborn Road, Saratoga, California 95070.
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 in a safe and effective manner. All personnel and agents of SCCOE who may come in contact with Contractor's pupils have received TB clearance and fingerprint clearance from the California Department of Justice.

WWC Outdoor Science School Agreement (Out-of-District School)

Page 1

rev.6/18/2012

County Board of Education: Leon F. Beauchman, Michael Chang, Joseph Di Salvo, Julia Hover-Smoot, Grace H. Mah, Craig Mann, Anna Song  
Walden West Science Center 15555 Sanborn Road Saratoga, CA 95070 (408) 573-3050 Fax: (408) 867-9667 [www.waldenwest.org](http://www.waldenwest.org)

A Champion for Children, Schools and Community

**WALDEN WEST CENTER**  
**Outdoor Science School Agreement**  
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F. Student accident insurance per student participant to maximum amount of three thousand five hundred dollars (\$3,500).

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

- A. The Contractor agrees to participate with a minimum number of students as set forth in Exhibit I and further agrees to pay the amount due as listed in Section 4. Payment is due upon receipt of invoice. It is delinquent after 30 days. A Purchase Order number or other appropriate authorization from the Contractor is to be attached to the signed contract.
- B. In the event of cancellation, the Contractor shall give the Program Director at least thirty (30) days prior written notice for cancellation. Otherwise, the Contractor 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 Contractor shall give the program director at least thirty (30) days prior written notice. Otherwise, the Contractor 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 Contractor shall provide one (1) teacher for each class unit of thirty-six (36) students or less.
- E. The Contractor 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 Contractor shall provide emergency phone numbers including school principal, contact person for Superintendent, and a completed emergency phone tree listing parent participants and school officials who must be notified in the event of an emergency.
- G. The Contractor shall provide transportation to and from the Walden West Center for all students, teachers, and other personnel from the school participating in the program, including transportation of students needing medical treatment or disciplinary action.
- H. See Addendum.



**WALDEN WEST CENTER**  
**Outdoor Science School Agreement**  
(Out-of-District School)

- I. The Contractor shall observe the regulations and responsibilities as set forth in Attachments "A" and "B".
4. Fees and Charges. Contractor 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: \$255.00 times the number of student participants.

•4 Day Program: \$235.00 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: \$250.00 times the number of student participants.

•4 Day Program: \$230.00 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: \$155.00 times the number of adult participants.

•4 Day Program: \$145.00 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.

**WALDEN WEST CENTER**  
**Outdoor Science School Agreement**  
(Out-of-District School)

- 5. See Addendum.
- 6. Amendments. This Agreement may be amended or extended by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

CONTRACTOR: OAKLAND UNIFIED SCHOOL DISTRICT

By [Signature] Date 12/19/12  
Superintendent or designee

And

SANTA CLARA COUNTY OFFICE OF EDUCATION

By [Signature] Date 8-2-13  
Anita Parsons, Director

Return signed Outdoor Science School Agreement to: **Walden West Center**  
**15555 Sanborn Road**  
**Saratoga, California 95070**  
**(408) 573-3050**

**Certified:**  
[Signature] 1/10/13

Edgar Rakestraw, Jr., Secretary  
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: [Signature] Attorney at Law

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By:

**WALDEN WEST CENTER**  
**Outdoor Science School Agreement**  
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**ATTACHMENT "A"**

**REGULATIONS FOR USE OF THE WALDEN WEST CENTER**

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

Dogs

No dogs are permitted.

Waste Disposal

Trash and recyclables must be put in proper containers.

**WALDEN WEST CENTER**  
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(Out-of-District School)

**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 School Director 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 Director 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 Education School 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 School campus is prohibited.
4. The Director of the Outdoor Science School shall inform the school in writing regarding any deviations from these policies by classroom teachers.

**WALDEN WEST CENTER  
Outdoor Science School Agreement  
(Out-of-District School)**

**WALDEN WEST OUTDOOR SCIENCE SCHOOL  
EXHIBIT I**

<b><u>SCHOOL ATTENDING</u></b>	<b><u>DATE/S ATTENDING</u></b>	<b><u>MINIMUM NUMBER OF STUDENTS</u></b>
EnCompass Academy	Feb. 25-Mar. 1, 2013	48



**ADDENDUM TO WALDON WEST CENTER OUTDOOR SCIENCE SCHOOL AGREEMENT**  
**Encompass Academy – Trip Dates: February 25, 2013-March 1, 2013**

**INDEMNIFICATION BY DISTRICT:**

The Oakland Unified School District its Superintendent, Board, officers, directors, agents and employees, a governmental entity and a political subdivision of the State of California (hereinafter "District") agrees to indemnify, hold harmless, defend and protect the SANTA CLARA COUNTY OFFICE OF EDUCATION, its officers, directors, agents and employees (hereinafter "SANTA CLARA COUNTY OFFICE OF EDUCATION")(each officer, director, agent and employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of the District, unless the injury or damage resulted from the negligence or the willful misconduct of SANTA CLARA COUNTY OFFICE OF EDUCATION, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the SANTA CLARA COUNTY OFFICE OF EDUCATION is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the SANTA CLARA COUNTY OFFICE OF EDUCATION by the District requires a showing of direct liability to a third party by the District.

**INDEMNIFICATION BY SANTA CLARA COUNTY OFFICE OF EDUCATION:**

The SANTA CLARA COUNTY OFFICE OF EDUCATION agrees to indemnify, hold harmless, defend and protect the District (each Board, officer, director, agent or employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of the SANTA CLARA COUNTY OFFICE OF EDUCATION, unless the injury or damage resulted from the negligence or willful misconduct of the District, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the SANTA CLARA COUNTY OFFICE OF EDUCATION to indemnify, hold harmless, or defend the District is (i) subject to the official policies and procedures adopted by the SANTA CLARA COUNTY OFFICE OF EDUCATION, and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the SANTA CLARA COUNTY OFFICE OF EDUCATION, its officers, directors, agents or employees. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the SANTA CLARA COUNTY OFFICE OF EDUCATION by statute or otherwise, and that any right to indemnification of the District by the SANTA CLARA COUNTY OFFICE OF EDUCATION requires a showing of direct liability to a third party by the SANTA CLARA COUNTY OFFICE OF EDUCATION.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

A987041

Waldon West Santa Clara COE 2012-13 Addendum to Outdoor Science School Agrmt – Encompass Academy

**Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

**Anti-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

OAKLAND UNIFIED SCHOOL DISTRICT

SANTA CLARA COUNTY OFFICE OF EDUCATION

By: [Signature] Date: 12/11/12

By: [Signature] Date: 12-13-12

Name and Title: Tony Smith Supt.

Name and Title: Janita Parsons

Certified:  
[Signature] 1/10/13  
Edgar Rakes  
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: [Signature]  
Attorney at Law

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