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Enactment Date 3/27/13 EA



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Jacqueline Minor, General Counsel
Board Meeting Date March 27, 2013
Subject **AGREEMENT BETWEEN CLOVIS UNIFIED SCHOOL DISTRICT AND OAKLAND UNIFIED SCHOOL DISTRICT**

Action Requested Ratification of the Agreement between the Clovis Unified School District and the Oakland Unified School District.

Background Clovis Unified School District operates an outdoor education facility known as Sierra Outdoor School and has available lodging and teaching facilities for students to learn about nature and the environment.

Discussion From March 18, 2013 through March 20, 2013, students will participate in a 3-day program that focuses on environmental science and natural history. The camp is located in the Stanislaus National Forest and is operated by the Clovis Unified School District. Classes will include: forest life, wilderness skills, dramatic reenactment, and community building.

Recommendation Ratification of the Agreement between the Clovis Unified School District and the Oakland Unified School District.

Fiscal Impact The cost will be \$162.00 per participant. However, no District funds will be used.

Attachments

- Agreement

**CLOVIS UNIFIED SCHOOL DISTRICT
SIERRA OUTDOOR SCHOOL
Terry Bradley, Ed.D., Superintendent
15700 Old Oak Ranch Road, Sonoma, California 95370
AGREEMENT**

THIS AGREEMENT, is made and entered into between CLOVIS UNIFIED SCHOOL DISTRICT (hereinafter "CUSD") and (hereinafter "Group/School/District").

Montclair Elementary

WITNESSETH

WHEREAS, CUSD operates an outdoor education facility known as the Sierra Outdoor School ("SOS"), which is located at 15700 Old Oak Ranch Road, Sonoma, California 95370. The SOS has available lodging and teaching facilities for students to learn about nature and the environment.

WHEREAS, CUSD desires to make available and Group/School/District desires to have its students or members ("participants") use the SOS' lodging and teaching facilities for the purpose of teaching them about nature and the environment and other educational purposes.

WHEREAS, it is mutually beneficial for CUSD and Group/School/District to have the arrangement as set forth in this Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. GROUP/SCHOOL/DISTRICT SHALL:

- A. Provide transportation for its participants and personnel to and from the SOS, and to and from classes and activities while at the SOS in accordance with a schedule to be formulated by the Director of the SOS or his or her designee, and the Group/School/District. Provide one vehicle (i.e., automobile or van) that could be used if someone has to leave unexpectedly or be transported for medical care.
- B. Provide one teacher/supervisor per class during the period that its participants attend the SOS.
- C. Provide adult chaperones during the period that its students are in attendance at the SOS at a minimum ratio of one adult to ten students (1:10) in addition to the classroom teacher, group leader or supervisor.
- D. Pay a \$1.00 lab fee per participant for owl pellets and a \$1.00 lab fee per participant for arrow heads class if these classes are selected during the schools visit.
- E. Cooperate with the SOS's staff in availing the teachers, supervisors and adult chaperones of the necessary pre-attendance planning or post-attendance follow-up to ensure that the objectives of the program are carried out.
- F. Ensure that participants are equipped with suitable clothing and bedding while attending said program.
- G. Ensure that each person attending the SOS has received all immunizations required by the California Health and Safety Code, including but not limited to those set forth in Sections 3380 et seq. and 120325 et seq., and that each person has no disease or health condition which is contagious or communicable to other persons.
- H. Provide, at its own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions or negligence of Group/School/District and/or its officers, employees, agents, students, or volunteers relating to this Agreement. Such insurance coverage shall be in an amount equal to the greater of (1) the insurance currently maintained by Group/School/District or (2) \$1,000,000 per occurrence for bodily injury, property damage and personal injury. CUSD and its Board of Trustees and members thereof, officers, employees, agents and volunteers shall be named as additional insureds on the general liability insurance. Group/School/District shall also ensure that insurance coverage is provided for all vehicles and automobiles that will be used for transportation at the SOS in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
- I. Provide SOS with the projected number of participants as indicated on the signature page of this Agreement and agree that the Group/School/District will be responsible for payment for no less than 95 percent of the projected number of participants, in the event that the actual numbers of participants are less than 100% of the projected numbers.
- J. Request, in writing, at least 30 days prior to arrival, space for additional participants. These requests will be granted as space is available.
- K. Make payment for the actual number of participants or 95% of projections for the Group/School/District who will attend the SOS within (30) days of receipt of billing by CUSD.
- L. NOTIFY THE SOS (30) DAYS BEFORE THE SCHEDULED ATTENDANCE DATE OF THE ACTUAL NUMBER OF PARTICIPANTS, INCLUDING A COMPUTER GENERATED LIST FROM THE GROUP/SCHOOL/DISTRICT'S CLERK IDENTIFYING ANY FREE OR REDUCED STUDENTS. IF PARTICIPANT NUMBERS FALL TO OR BELOW 95% OF PROJECTIONS LISTED ON THIS AGREEMENT, THE BILLING WILL REFLECT A RATE ASSESSED BASED ON NO MORE THAN 95% OF ORIGINAL PROJECTED NUMBERS.
- M. Indemnify, defend and hold harmless CUSD and its Board of Trustees and members thereof, officers, employees, agents and volunteers from and against actions, causes of action, damage, liability, loss, claims, costs and expenses, including attorney's fees and costs, for damages to property or injuries to person arising out of the acts or omissions of the Group/School/District and/or its officers, employees, agents, volunteers or students related to this Agreement.
- N. Ensure that all Group/School/District employees, agents and volunteers who will be at SOS have complied with finger printing and background checks as required by applicable laws, including but not limited to Education Code sections 45125 et seq.
- O. Provide the special education, related services, supplementary aids and services, accommodations, and/or modifications required by the Individuals with Disabilities Education Act ("IDEA"), its implementing regulations, and related California law and regulations, and/or Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as specified in the individualized education program ("IEP") or Section 504

Plan or Medical Care Plans of its participants. Also any transportation as required by a participant's IEP or Section 504 Plan or Medical Care Plan shall be provided to and from the SOS, and to and from scheduled SOS classes and activities by the Group/School/District.

- P. Due to CUSD's waiting list, return a signed copy of this Agreement before 4-30-12 to maintain an existing time slot. Failure to do so before this date may result in a forfeiture of the time slot. In the event that the Group/School/District is waiting for school board approval and is unable to return the Agreement by the specified date, a \$1000.00 non-refundable deposit must be received by SOS by 4-30-12 to reserve the time slot for 30 days. This deposit will be applied to the invoice at the completion of your stay.

II. CUSD SHALL:

- A. Where requested, provide a program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the California State Department of Education.
- B. Provide, at its own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions or negligence of CUSD and/or its officers, employees, agents, students, or volunteers relating to this Agreement. Such insurance coverage shall be in an amount equal to the greater of (1) the insurance currently maintained by CUSD or (2) \$1,000,000 per occurrence for bodily injury, property damage and personal injury.
- C. Provide basic first aid supplies for participants and other personnel of the Group/School/District during the period they are attending the SOS.
- D. Have the sole discretion to prohibit or exclude any person from the SOS for health or safety reasons, including but not limited to communicable or contagious diseases, disciplinary problems, or other acts or conditions which in CUSD's determination threatens the health or safety of other persons attending the SOS.
- E. Where requested, provide food and food services for participants during their stay at the SOS (Monday through Sunday).
- F. Provide an instructional packet for the Group/School/District prior to arrival at the SOS. This packet will include instructions, a map, clothing and equipment lists. This information is available online at www.clovisusd.k12.ca.us/SOS.
- G. Indemnify, defend and hold harmless Group/School/District and its officers, employees, agents and volunteers from and against actions, causes of action, damage, liability, loss, claims, costs and expenses, including attorney's fees and costs, for damages to property or injuries to person arising out of the acts or omissions of CUSD and/or its officers, employees, agents, volunteers or students related to this Agreement.

III. PAYMENT AND ADMINISTRATIVE FEE.

- A. In consideration for the services performed, the Group/School/District agrees to pay CUSD a per participant fee of \$ 162.00 for the actual cost of providing an instructional program, use of facilities, and for continuing capital outlay expenditures, maintenance, and other costs of the program pursuant to sections R763 and R764 of the California Education Code.
- B. RESERVATIONS ARE MADE A YEAR IN ADVANCE TO LOCK IN SPECIFIC DATES. IF THE GROUP/SCHOOL/DISTRICT'S PROJECTED PARTICIPANT NUMBERS FALL TO OR BELOW 95%, IT WILL BE BILLED BASED ON 95% OF THE NUMBERS LISTED ON THIS AGREEMENT AT SIGNING.
- C. AN ADMINISTRATIVE FEE, AS SET FORTH BELOW, SHALL BE CHARGED TO AND PAID BY THE GROUP/SCHOOL/DISTRICT FOR TERMINATING THIS AGREEMENT AND/OR CANCELING ITS PARTICIPATION AT THE SOS UNDER THIS AGREEMENT. TERMINATION RATES ARE BASED ON THE NUMBER OF CALENDAR DAYS BETWEEN THE DATE SOS RECEIVES NOTICE OF THE TERMINATION OR CANCELLATION AND THE DATE OF THE GROUP/SCHOOL/DISTRICT'S SCHEDULED ARRIVAL AT THE SOS.

<u>TERMINATION</u>	<u>RATE (COST BASED ON PROJECTED NUMBER OF PARTICIPANTS)</u>
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360-121 DAYS	\$1000.00
120-91 DAYS	50% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
90-61 DAYS	65% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
60-31 DAYS	80% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
30 DAYS OR LESS	100% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS

D. IF THE GROUP/SCHOOL/DISTRICT'S TRANSPORTATION CARRIER ELECTS NOT TO TRANSPORT ITS PARTICIPANTS TO THE SOS, AN ADDITIONAL BUS FEE WILL BE ASSESSED. BUS FEES ARE SUBJECT TO CHANGE BASED ON DURATION AND MILEAGE.

IV. TERMS AND TERMINATION OF AGREEMENT.

This Agreement is effective 4-30-12 and shall continue until the Group/School/District's departure from the SOS, or until termination of this Agreement by either party, whichever is earlier. Either party may terminate this Agreement upon written notice to the other party. An administrative fee shall be assessed against the Group/School/District as set forth in Article III.

V. ADDITIONAL PROVISIONS.

- A. Assignment. This Agreement shall not be assignable by the Group/School/District without the written consent of CUSD, except to a successor in interest.
- B. Entire Agreement. This Agreement represents the total and complete understanding of the parties regarding the subjects set forth herein. Any other oral understandings or prior understandings shall have no force or effect.
- C. Amendment of Agreement. This Agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by the parties.
- D. Authorized Signatories. The signatories of this Agreement warrant that they represent the respective parties herein and are authorized to commit to all provisions in this Agreement on behalf of the respective parties.

- E. Modification of Program. CUSD RESERVES THE RIGHT TO MODIFY A GROUP/SCHOOL/DISTRICT'S PROGRAM IN THE EVENT THAT THE GROUP/SCHOOL/DISTRICT ARRIVES LATE AT THE SOS.
- F. Limit on Participants. Due to space availability, CUSD reserves the right to limit the number of adult participants, in excess of the 1:10 ratio set forth in Section I.C., wishing to attend from a Group/School/District if the number of students or minor participants attending during the reservation period is significantly higher than the projected participant numbers listed in this Agreement at the time of signing. Paragraph J of Section I outlines the procedure for bringing additional students over the number indicated on the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year set forth herein below.

Dated: 11-8-12

CLOVIS UNIFIED SCHOOL DISTRICT
By: Michael Olenghalk
Michael Olenghalk, Director
Sierra Outdoor School

SCHOOL YEAR: 2012-2013

DATES OF ATTENDANCE AT THE SIERRA OUTDOOR SCHOOL: March 18-20

Please complete the information below

FORMS NOT COMPLETEDLY FILLED OUT WILL BE RETURNED

Governing Board Approval Date _____

Projected Number of Student Participants _____

Number of Chaperones (1:10 Ratio) _____

Number of Teachers/Admin _____

Teacher/Contact _____

(Print)

Teacher/Contact E-mail _____

Contact Phone Number () _____

Authorization:

Participant Fee \$162.00

Governing Board/Business Manager/Principal

Of Montclair School Oakland USD

Group/School/District

Title Principal

By Nancy Bloom

Print Signatory's Name

Nancy Bloom
Authorized Signature

Date Signed 3-13-13

PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT BY MAIL OR FAX TO:

SIERRA OUTDOOR SCHOOL
15700 OLD OAK RANCH ROAD
SONORA, CALIFORNIA 95370
FAX (209) 532-4196
QUESTIONS? (209) 532-3691

Billing Address:

Name/School _____

School District _____

Address _____

City/State/Zip _____

Phone () _____

Fax () _____

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President, Board of Education

David Kakishiba

Edgar Rakestraw, Jr., Secretary
Board of Education

Edgar Rakestraw, Jr.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By J.P. Murray
Attorney at Law

Receipt Stamp

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By: O.A.