

SANTA CRUZ COUNTY OFFICE OF EDUCATION  
Dr. Faris Sabbah, Superintendent  
400 Encinal St. Santa Cruz, CA 95060

**AGREEMENT**

SANTA CRUZ COUNTY OUTDOOR SCIENCE SCHOOL

This agreement is entered into this 15th day of June by and between the office of Santa Cruz County Superintendent of Schools, hereafter called "Superintendent" and Charter School of Morgan Hill in Santa Clara County, hereinafter called "District."

WHEREAS, sections 1700 *et seq.*, 8760 *et seq.* of the Education Code of the State of California authorizes the County Superintendent of Schools to contract with school districts to provide programs and classes in outdoor science and conservation education to pupils in the school district; and

WHEREAS, said Education Codes further authorize school districts to participate in such program provided under contract with the County Superintendent of Schools upon payment by the school 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 2024-2025 ("Outdoor Science School").
2. a. District agrees to participate with a minimum of 72 students of its fifth or sixth grade classes in said program during the Fall and/or Spring of the 2024-2025 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 written 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. 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 the District, 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 Outdoor Science School Program Rules, attached hereto.
4. The District agrees to share responsibility for the recruiting of the volunteer high school students that aid in the supervision of the visiting students. If the District recruits individuals 18 or older, 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 10% 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 not be responsible for fulfilling the guaranteed number of students.

6. If Superintendent is delayed or hindered in or prevented from the performance of any service under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, pandemic, or other reason beyond the reasonable control of the Superintendent ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period.
7. District agrees that students and adult personnel will adhere to the Outdoor Science School Program Rules. If an infraction occurs, the Superintendent, in his/her sole discretion, reserves the right to exclude offender from the program and District will be billed for such offender if it is a student.
8. Each party shall protect, defend, indemnify, and hold the other party and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this Agreement, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that the indemnifying party's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of the other party and its elected officials, officers, employees, representatives, and agents.
9. During the entire term of this Agreement, any extension thereof, District shall maintain in effect a policy or policies of comprehensive general liability insurance providing a minimum combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for the defense of lawsuits and the payment of damages arising from bodily injury, sickness, or disease, and death to any persons, and property loss, damage, and destruction, for each accident or occurrence. Each said comprehensive or commercial general liability insurance policy shall name the Santa Cruz County Office of Education and the Santa Cruz County Superintendent of Schools as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this Agreement. Documentation of insurance shall be provided to the Superintendent prior to the implementation of any services under this Agreement.
10. It is understood and agreed to by the parties hereto that Superintendent will exercise general supervision of the Outdoor Science School program and both parties will be responsible for providing sufficient personnel to ensure adequate supervision.

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

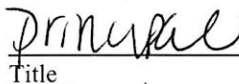


\_\_\_\_\_  
Santa Cruz Superintendent of Schools (or Designee)

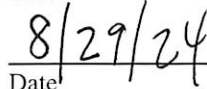
School District: Charter School of Morgan Hill



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Title



\_\_\_\_\_  
Date

Attachments: Statement of Policy, Attendance Dates, Tuition Schedule

SANTA CRUZ COUNTY OFFICE OF EDUCATION  
Dr. Faris Sabbah, Superintendent  
400 Encinal St. Santa Cruz, CA 95060

SANTA CRUZ COUNTY RESIDENT OUTDOOR SCIENCE SCHOOL

**STATEMENT OF POLICY**

This is to advise you that our school district's children participate in the Santa Cruz County Office of Education Program on a tuition basis with the variable fees ranging from zero to \$ 490.00, depending on the number of days attending and the school's location (in or out-of-county). No separate charge is made for meals served. While participating in the program, all children are served the same food regardless of the tuition paid, with no segregation or discrimination being made because of race, creed, sex, or national origin. All children are treated equally under our policy of operation, regardless of parents' ability to pay.

Name of District Charter School of Morgan Hill

Authorized Signature Susan Poybelle

Date 8/29/24



**SANTA CRUZ**  
 COUNTY OFFICE OF  
**EDUCATION**  
DR. FAELIS SASSAM - SUPERINTENDENT OF SCHOOLS



**OUTDOOR  
 SCIENCE  
 SCHOOL**  
 — Santa Cruz County —

**Santa Cruz County Office of Education  
 Outdoor Science School  
 2024-2025 Tuition Schedule**

<u>Four (4) Day Program</u>	<u>In County Public*</u>	<u>Out of County</u>
<b>Students</b>	<b>\$420.00</b>	<b>\$445.00</b>
<b>Teachers</b>	<b>\$180.00</b>	<b>\$180.00</b>
<u>Five (5) Day Program</u>	<u>In County Public*</u>	<u>Out of County</u>
<b>Students</b>	<b>\$465.00</b>	<b>\$490.00</b>
<b>Teachers</b>	<b>\$220.00</b>	<b>\$220.00</b>
<u>Day-Only Program</u>	<b>\$50/student/day</b>	

**\*The Santa Cruz County Office of Education contributes financially to support the Outdoor Education Program, thus defraying the cost for students attending schools in Santa Cruz County public school districts.**

SANTA CRUZ COUNTY OFFICE OF EDUCATION  
400 Encinal St. Santa Cruz, CA 95060  
OUTDOOR EDUCATION PROGRAM

**2024-2025**  
**SANTA CRUZ COUNTY OUTDOOR SCHOOL**

**NUMBER OF STUDENTS AND**

**ATTENDANCE DATE ACCEPTANCE FORM**

**District: Charter**

<u>School(s)</u>	<u>#of days</u>	<u>#of students</u>	<u>#of teachers</u>	<u>Date of attendance</u>
Charter School of Morgan Hill	4	72	3	9/24-9/27, 2024

**NOTE: For your information- this information has been sent to site principals.**

Please check the number of students attending and the date of attendance listed above to be sure they are acceptable to all concerned. Dates are subject to change in conversation with the attending school. Every attempt has been made to give each school one of its priority choices.

***IMPORTANT: If there is ANY change in the number of students attending, contact Heather MacDougall Molloy as soon as possible.***

SANTA CRUZ COUNTY OFFICE OF EDUCATION  
400 Encinal St. Santa Cruz, CA 95060  
OUTDOOR EDUCATION PROGRAM

2024-2025

**SANTA CRUZ COUNTY OUTDOOR SCIENCE SCHOOL**  
PRIVATE SCHOOLS AND OUT-OF-COUNTY PUBLIC SCHOOLS NUMBER OF STUDENTS AND  
ATTENDANCE DATE ACCEPTANCE FORM

School District: Charter  
School: Charter School of Morgan Hill

Dates of attendance: September 24th - 27th, 2024

4 day # of students 72 x \$445.00 = \$  
# of teachers 3 x \$180.00 = \$

5 day # of students x \$490.00 = \$  
# of teachers x \$220.00 = \$

Additional costs:

**Sub total** \_\_\_\_\_

**Total** \_\_\_\_\_

**Please check the number of students attending and the date(s) of attendance listed above to be sure they are accurate. Please note the following language in the district agreement: 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 10% 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."**

**If there is ANY change in the number of students attending, contact Heather Molloy as soon as possible**

**Principal:** If the number of students attending and dates are acceptable, please sign and return this form to: Heather Molloy, Director

Santa Cruz County Office of Education  
Outdoor Education Program  
400 Encinal St. Santa Cruz, CA 95060  
Fax: (831)466-5946 Phone: (831)466-5715

\_\_\_\_\_  
Purchase Order #

Morgan Hill  
Principal Signature  
Charter School of Morgan Hill  
School  
6/26/24  
Date