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 <u>7th</u> day of <u>November</u> by and between the office of Santa Cruz County Superintendent of Schools, hereafter called "Superintendent" and <u>Charter School of Morgan Hill in Santa Clara</u> <u>County</u>, 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 <u>2023-2024</u>
- 2. a. District agrees to participate with a minimum of <u>75</u> students of its fifth or sixth grade classes in said program during the Fall and/or Spring of the <u>2023-2024</u> 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 $\underline{\$35.00}$ for each teacher participating in the 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 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 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 Program 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 contractions, 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: Charter School of Morgan Hill in Santa Clara County

Paige Cisewski

Signature

Executive Director

Title

11 / 07 / 2023

Date

Attachments: Statement of Policy Attendance Dates Tuition Schedules

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

2023-2024 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 Moran Hill	Dates of attendance: Dec 5th - 8th 2023	
<u>4 day</u> # of students 75 x \$418.00 =	\$	
# of teachers 3 x \$175.00 = \$		
<u>5 day</u> # of students x \$463.00 =	\$	
# of teachers x \$215.00 = \$		
Additional costs:		
Sub total		
Total		
Please check the number of students attending and sure they are accurate. Every attempt has been m and needless to say, changes are quite difficult to r	ade to give each school one of its four choices;	
If there is ANY change in the number of students a Molloy as soon as p		
Principal: If the number of students attending a	and dates are acceptable, please sign and	

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

Principal Signature

School

Date

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 \$ 463.00, 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	Paige Cisewski	
Date	11 / 07 / 2023	



Santa Cruz County Office of Education Outdoor Science School 2023-2024 Tuition Schedule

Four (4) Day Program	In County Public*	Out of County
Students	\$398.00	\$418.00
Teachers	\$175.00	\$175.00
Five (5) Day Program	In County Public*	Out of County
Students	\$443.00	\$463.00
Teachers	\$215.00	\$215.00
Day-Only Fees	\$50/student/day	

Virtual Program (only offered if programs are cancelled by the OSS program due to pandemic, inclement weather or other extenuating circumstances): \$700/class of 35 or fewer students

*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.



Outdoor Science School Contract
District_Agreement_CSMH_23-24.pdf and 3 others
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MM / DD / YYYY
 Pending signature

Document History

Ċ Sent	11 / 07 / 2023 11:29:12 UTC-8	Sent for signature to Liann Reyes (Ireyes@santacruzcoe.org) and Page Cisewski (pcisewski@csmh.org) from hmolloy@santacruzcoe.org IP: 205.155.12.254
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SIGNED	11 / 07 / 2023 15:46:08 UTC-8	Signed by Page Cisewski (pcisewski@csmh.org) IP: 204.88.158.155
INCOMPLETE	11 / 07 / 2023 15:46:08 UTC-8	This document has not been fully executed by all signers.