

CONTRACT NAME: AGREEMENT BETWEEN SACRAMENTO COUNTY OFFICE OF EDUCATION, SLY PARK ENVIRONMENTAL EDUCATION CENTER AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This MOU provides for DJUSD participation in the Sly Park Environmental Education Center program for 2019-20. Sly Park Environmental Education Center is an Outdoor Environmental Education Program located 60 miles east of Sacramento in the Sierra Nevada Mountains.

Students participate in a variety of activities with a focus on science enrichment. Sly Park provides lodging and food for students, chaperones and teachers for three, four or five days, depending upon the agreement with individual schools.

FISCAL IMPACT: The cost of the program varies from \$165 to \$235 per student depending on the number of nights spent at the camp. Costs are paid through parent donations, PTA/PTO fundraising and school site contributions.

## Memorandum of Understanding

This memorandum of understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and Davis Joint Unified School District (District) for SCOE to provide an outdoor learning experience to District's students at SCOE's Sly Park Environmental Education Center (Sly Park).

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2020.

### I. The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of SCOE, Sly Park, and the USDA Forest Service, and all applicable laws. The District shall require participating District schools to likewise comply with the Agreement and the applicable rules, regulations, and laws.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide 1 certificated teacher for every 34 students from a participating District school for the duration of the school's stay at Sly Park.
- D. Provide 1 adult chaperone for every 12 children. This shall include 1 female chaperone for every 12 female participants and 1 male chaperone for every 12 male participants. If an aide is needed to be with only one student, that adult's presence is not used in determining the proper student to chaperone ratio.
- E. Ensure that each District school teacher and chaperone is available to assist in supervising students at the direction of the Sly Park Director. In the event that a teacher or chaperone is not available, Sly Park reserves the right to hire a SCOE approved individual to assist in supervision. Costs incurred for supervision services will be the responsibility of the District. District shall inform Sly Park if it does not have a sufficient number of chaperones at least 30 days prior to the scheduled arrival date.
- F. Require District employees and adult chaperones participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- G. Pay the full program rate for adults/chaperones staying at Sly Park, who are not acting as a certificated teacher or chaperone as outlined in Paragraphs C or D above or who are in excess of the appropriate ratio expressed therein.
- H. Ensure students are adequately prepared for resident life on the Sly Park Campus, including the possibility of inclement weather. Each chaperone, staff, and student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in **Exhibit A – Sly Park Packing List**.
- I. Notify the Sly Park Director of a student's behavioral or disciplinary issues that may affect the safety of the student, other students, adults, or staff. In collaboration with the Sly Park Director, develop appropriate interventions, arrangements, and/or responses to facilitate the best possible educational opportunity at Sly Park for the student.
- J. Inform the Sly Park Director of known health concerns and/or special needs that may impact a student's ability to participate in Sly Park activities. Coordinate with the Sly Park Director to arrange appropriate accommodations to facilitate a successful Sly Park experience for students.

- K. Ensure that the parent/guardian of each registered student completes and signs the **Student Registration and Medication Authorization** online forms, which can be found on our onsite registration at **<https://cwnngui.campwise.com/Apps/OnlineReg/Pages/Login.html>**.
- L. Provide medical care and/or medication administration to District students while on the Sly Park campus in accordance with District procedures. Sly Park staff will not be responsible for administration of medication to students.
- M. Adhere to the Sly Park Visitor Policy included in **Exhibit B – Sly Park Visitor Policy**.
- N. Ensure that District's chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.
- O. Leave the Sly Park campus in the same condition as found upon arrival. At SCOE's discretion, District may be responsible for actual costs of any repairs necessitated by damage caused by the District's schools, pupils, chaperones, teachers, or other persons attending Sly Park in conjunction with the participating District school. Damage may result in Sly Park denying the District or the school future opportunities to participate in Sly Park programs. This paragraph does not apply to reasonable wear and tear to the campus, as determined by the Sly Park Director.

## **II. SCOE/Sly Park shall:**

- A. Provide an open enrollment period for schools/districts wishing to reserve space at Sly Park which is equitable and on a first-requested, first-reserved basis.
- B. Provide an Outdoor Environmental Education Program, including curriculum and outdoor activities led by certificated instructors.
- C. Provide lodging and food for students, chaperones, and District teachers in accordance with the District's reservations.
- D. Through the Sly Park Director, enforce laws and policies applicable to District students, staff, and chaperones attending Sly Park Environmental Education Program.
- E. Upon availability, accept a District's request to increase student attendance or reschedule camp dates when requests are made within the time frames set forth below.

## **III. Payment:**

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$20.00 per reserved student. A deposit will secure a reservation at Sly Park and will be applied to a final invoice. Sly Park may cancel a reservation if the deposit is not made by:
  - a. **January 30, 2019** for visits occurring between August 1 and December 31, 2019;
  - b. **April 30, 2019** for visits occurring between January 1 and June 15, 2020; or
  - c. Within 40 days of mailing the deposit invoice.
- B. Schools can make alterations to their reserved student number without penalty at any time prior to **May 1, 2019** for Sly Park visits occurring between August 1 and December 31, 2019 and prior to **September 30, 2019** for Sly Park visits occurring between January 1 and June 15, 2020.
- C. The District agrees to pay for the greater of:
  - a. the actual number of students who attend Sly Park, or
  - b. 90% of the number of students reserved as of the deadline for changes.
- D. Programs receiving exclusive use of the facility will be billed an amount reflecting a minimum attendance of 75 persons, regardless of the number actually attending.

- E. Unless otherwise indicated on the Reservation Request, program costs for the 2019/20 school year are as follows for each student and adult/chaperone in excess of the ratio outlined in Section I, Paragraph D:
  - a. 5 Day / 4 Night Program: \$235.00
  - b. 4 Day / 3 Night Program: \$200.00
  - c. 3 Day / 2 Night Program: \$165.00
- F. Should the District, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), District agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.
- G. If a District notifies Sly Park of its inability to attend, or of reduced attendance numbers, at least 90 days prior to its scheduled arrival date, Sly Park will try to accommodate the District's revised needs through rescheduling, subject to demand and availability. In the event Sly Park is unable to accommodate the revisions, District remains responsible for payment as set forth above.
- H. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- I. Send all deposits and payments to the following address:
  - Sacramento County Office of Education
  - Attn: Financial Services
  - PO Box 269003
  - Sacramento, CA 95826-9003

#### **IV. General Terms:**

##### **A. Indemnification.**

1. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless SCOE/Sly Park, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law.
2. To the fullest extent allowed by law, SCOE/Sly Park shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by SCOE/Sly Park or its directors, officers, agents, employees, volunteers, or guests arising from SCOE/Sly Park's duties and obligations described in this Agreement or imposed by law.
3. This section shall survive the termination of this Agreement.

- B. Force Majeure.** Notwithstanding any language herein to the contrary, neither party shall be liable for any failure in the performance of this agreement when such failure is due to causes beyond its reasonable control, including but not limited to natural disasters, floods, fires, acts of God, government orders or any other force majeure event.

- C. Insurance.** District and SCOE shall maintain in full force and effect during program and occupation of Sly Park a comprehensive general liability insurance policy in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. District's insurance policies shall name SCOE, its officers, employees, and agents, as additional insured. Either party will furnish the other with a copy of proof of insurance prior to District's occupancy of Sly Park upon request.

- D. **Non-Assignment.** This Agreement may not be transferred or assigned without the express written consent of SCOE.
- E. **Nondiscrimination.** Any service provided by either party pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- F. **Independent Agents.** Both parties, their agents, employees, and volunteers, shall act as independent agents in the performance of this Agreement, and not as an agent of the other party.
- G. **Entire Agreement and Amendment.** Exhibits A-B are incorporated herein and are deemed part of this MOU. Including these incorporated documents, this MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties.
- H. **Notices.** All notices shall be deemed to have been given when made in writing and delivered to the respective representatives of District and SCOE at their contact information below:
- |  |  |
|--|--|
| Sly Park Environmental Educ. Center<br>5600 Sly Park Rd.<br>Pollock Pines, CA 95726<br>Tel: 916-228-2785<br>Fax: 530-644-2670<br>Email: slypark@scoe.net | Davis Joint Unified School District<br>526 B Street<br>Davis, CA 95616<br>Tel: 530-757-5300<br>Email: superintendent@djusd.net |
|--|--|
- I. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

**Upon signature, the duly authorized representatives of each party agree to the above statements of understanding.**

Sacramento County Office of Education

Davis Joint Unified School District

\_\_\_\_\_  
**Brett Nelson** Date  
Director  
Sly Park Environmental Education Center

\_\_\_\_\_  
**Bruce E. Colby** Date  
Chief Business Officer

2019 JUN -5 AM 9:48  
DAVIS JOINT UNIFIED SCHOOL DISTRICT  
BUSINESS OFFICE



WHAT TO BRING	
REQUIRED ITEMS	OPTIONAL/SUGGESTED ITEMS
Sleeping bag or 2 sheets & 2 blankets Pillow & pillowcase 2-5 pairs of pants 5 shirts 5 sets of underwear 5 pairs of socks (extra in winter) Pajamas 1 jacket or coat 2-3 sweaters/sweatshirts/hoodies 1 t-shirt, hoodie, pillowcase, etc. for silk-screening (any color but black) Rain poncho or waterproof raincoat Gloves Beanie/hat 2 pairs of hiking shoes Snow boots, if snow is possible Bath towel, hand towel & washcloth Toothbrush & toothpaste Soap & shampoo/conditioner Comb or brush 2 large plastic bags (for dirty clothes) Reusable water bottle <i>Please note that if your child does not have any of the required items, Sly Park can provide these times for them during their stay.</i>	Fitted sheet Extra blanket Shower shoes/flip flops Slippers Lip balm Hand lotion Sunscreen (non-aerosol) Insect repellant (non-aerosol) Deodorant (non-aerosol) Backpack Camera Stamps for letters home Books/magazines Deck of cards, Uno, non-electronic games Shorts if warm weather is possible Flashlight Earplugs  * Money for souvenirs must be turned in to school before your trip ** Medications, vitamins, etc., must be turned to school before your trip
Watch the weather reports and pack accordingly	

WHAT NOT TO BRING	
NO candy, gum, food, snacks, soda, etc.	NO knives, weapons, dangerous objects
NO money *	NO curling irons or hair straighteners
NO valuable items	NO aerosol sprays
NO cell phones	NO clothing inappropriate for school

If your child leaves something behind, please call 916-228-2485.  
 Sly Park is not responsible for lost, misplaced, broken, or stolen items.



## QUE TRAER

### OBJETOS REQUERIDOS

Saco de dormir o 2 sábanas y 2 mantas  
 Funda de almohada y almohada  
 2-5 pares de pantalones  
 5 camisas  
 5 juegos de ropa interior  
 5 pares de calcetines (extra en invierno)  
 Pijama  
 1 chaqueta o abrigo  
 2-3 suéteres/sudaderas/sudaderas con capucha  
 1 camiseta, sudadera con capucha, funda de almohada, etc. para serigrafía (cualquier color menos)  
 Poncho para lluvia o impermeable  
 Guantes  
 Beanie/sombrero  
 2 pares de zapatos para las caminatas  
 Botas para la nieve si hay nieve  
 Toalla de baño, toalla de mano y toallita  
 Cepillo de dientes y pasta de dientes  
 Jabón y champú/acondicionador  
 Peine y cepillo  
 2 bolsas de plástico grandes (para ropa sucia)  
 Botella reutilizable de agua  
***Tenga en cuenta que si su hijo no tiene ninguno de los artículos requeridos, Sly Park le proporcionará estos artículos durante su visita.***

### ARTÍCULOS OPCIONALES/SUGERIDOS

Sábana ajustable  
 Cobija adicional  
 Zapatos de ducha/chancas  
 Zapatillas  
 Bálsamo labial  
 Loción de manos  
 Protector solar (sin aerosol)  
 Repelente de insectos (sin aerosol)  
 Desodorante (sin aerosol)  
 Mochila  
 Cámara  
 Estampillas para cartas a casa  
 Libros/revistas  
 Baraja de cartas, Uno, juegos no electrónicos  
 Pantalones cortos si el clima es cálido  
 Linterna eléctrica  
 Tapones para los oídos  
  
 \*El dinero para los recuerdos debe ser entregado a la escuela antes de su viaje  
  
 \*\*El dinero para medicamento, vitaminas, etc., debe ser entregado a la escuela antes de su viaje

**Mire los informes del clima y empaque apropiadamente**

<b>QUE <u>NO</u> TRAER</b>	
NO traer dulces, chicles, comida, bocadillos, refrescos, etc.	NO traer cuchillos, armas, objetos peligrosos
NO traer dinero *	NO traer rizadores ni alisadores para el cabello
NO traer artículos valiosos	NO traer aerosoles
NO se permiten celulares	NO traer ropa inapropiada para la escuela

Si su hijo deja algo atrás, llame al 916-228-2485.

Sly Park no se hace responsable por artículos perdidos, extraviados, rotos o robados.

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BUSINESS CENTER  
2019 JUN -5 AM 9:48





Sly Park Environmental Education Center  
5600 Sly Park Road  
Pollock Pines, CA 95726  
916-228-2485

### Sly Park Environmental Education Center Visitor Policy

School Principals, Vice Principals, Counselors, Dare Officers, and other school or district personnel are welcome to visit Sly Park Environmental Education Center (Sly Park) during the week their school's students are on site.

No parents other than approved Sly Park chaperones may visit Sly Park during the week their child's school is on site.

All visitors must call ahead of time to arrange their visit. Visitors must check in at the office and wear a "Visitor" badge while on site.

Teachers may have family members visit the Sly Park Environmental Education Center under the following conditions:

- Visitations must be prearranged with the Director of Sly Park Environmental Education Center at least two weeks prior to the school's visit.
- The Sly Park Environmental Education Center has not maxed out its occupancy.
- Family member visitations may only take place in Mountain Misery and/or the Dining Hall after visitors have signed in at the office.
- All visitors must wear a "Visitor" badge while on site.
- Visiting family member's children must be under the constant and direct supervision of *a parent or guardian other than the teacher* and are **ONLY** permitted in Mountain Misery.
- Visiting family members may stay no longer than two hours at any one time.
- All visiting family members must leave the premises **prior to 6pm**. Overnight visits are not permitted.
- Any visiting teacher's family members (adults **ONLY**) staying for meals will be charged the following (per person):
  - Breakfast = \$5.00
  - Lunch = \$7.00
  - Dinner = \$10.00

The Sly Park Environmental Education Center staff reserves the right to revoke any and all visitations if the above-stated conditions are not adhered to, if the presence of family members creates a safety issue, or if the presence of family members is interfering with the teacher's ability to carry out their assigned duties.