

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. 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 is entered into between Sacramento County Office of Education's Sly Park Environmental Education Center and Davis Joint Unified School District (District)

Whereas Sacramento County Office of Education (SCOE) runs the Sly Park Environmental Education Center (Sly Park), which is located approximately 60 miles East of Sacramento in the Sierra Nevada Mountains, at approximately 3500 feet in forested foothill terrain; and

Whereas Sly Park provides outdoor science learning experiences to thousands of elementary school students every year in all weather conditions (including rain, snow, and ice), and is certified by the California Outdoor School Association; and

Whereas, District desires to offer its students participation in such program;

Accordingly, SCOE and District agree as follows:

Section I – District Responsibilities

The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of SCOE and Sly Park, as well as the rules and regulations of the USDA Forest Service, and all applicable County, State, and Federal laws. The District shall also require participating District schools to comply with this Agreement, the rules and regulations of the USDA Forest Service, and all applicable County, State, and Federal laws.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide and maintain during the District schools' stay on the Sly Park Campus, one (1) certificated teacher for every 34 students from the participating school.
- D. Provide adequate adult supervision for any children in attendance by maintaining an adult chaperone to child ratio of one (1) adult for every 12 children; this shall include 1 female chaperone for every 12 female participants and 1 male chaperone for every 12 male participants.
 - a. The District may utilize high school students, age 16-18, as chaperones, but the minor chaperones may not account for more than 50% of the 12:1 male or female chaperone ratio.
- E. Ensure that each District school teacher, adult chaperone, and minor 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, SCOE/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.

- F. Require District employees and adult chaperones having contact with District students participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- G. Agree to pay full program rate for adults/chaperones residing on campus, 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. Ensure that the parent/guardian of each registered student completes and signs all required forms, included in **Exhibit B – Student Registration Form and Medication Authorization Form**.
- J. 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.
- K. Adhere to the Sly Park Visitor Policy included in **Exhibit C – Sly Park Visitor Policy**.
- L. Ensure that District’s chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.

Section II – SCOE/Sly Park Responsibilities

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 participating in accordance with the adult to student ratios outlined in Paragraphs I.C and I.D above.
- 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 requests to increase a District school’s student attendance by an amount of up to 10% of the school’s original reserved number of students when such request is made in writing ten (10) business days prior to arrival.

Section III – Campus Condition

The District schools shall leave the Sly Park campus in the same condition as when it arrived and shall reimburse Sly Park 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.

Section IV – Payment

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$20.00 per reserved student (\$50.00 per student for programs taking place on a Saturday or Sunday). Deposit will secure a reservation at Sly Park and will be applied to final invoice. Deposits not paid by **January 30, 2018** for Sly Park visits occurring between August 1 and December 31, 2018 and by **April 30, 2018** for Sly Park visits occurring between January 1 and June 15, 2019 or within 40 days of mailing of Deposit Invoice are subject to reservation cancellation by Sly Park.
- B. Schools can make alterations to their reserved student number at any time prior to **May 1, 2018** for Sly Park visits occurring between August 1 and December 31, 2018 and prior to **September 30, 2018** for Sly Park visits occurring between January 1 and June 15, 2019.
- C. The District shall be billed, and agrees to pay, for the actual number of students who attend Sly Park, unless that number is less than 90% of the number of students reserved as of the established deadline for changes, in which case the District shall pay that amount (i.e., the amount equal to 90% of the number of students reserved as of the established 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. Program costs for 2018/19 school year are to be as follows per student and adult/chaperone in excess of 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. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- G. Send all deposits and payments to the following address:

Sacramento County Office of Education
Attn: Financial Services
PO Box 269003
Sacramento, CA 95826-9003
- H. Should the District, or participating school, regardless of reason, make a decision to cancel a reservation which has been confirmed with a deposit, the District shall be billed and agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students. SCOE will try to accommodate requests to reschedule subject to availability.

Section V – Indemnification

- A. 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.
- B. 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.

C. This section shall survive the termination of this Agreement.

Section VI – 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.

Section VII – Insurance

- A. District 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. All insurance policies shall name SCOE, its officers, employees, and agents, as additional insured.
- B. District shall furnish Sly Park with a copy of proof of insurance prior to District's occupancy of Sly Park.

Section VIII- Term

This agreement shall be deemed effective upon execution by both parties and will remain in effect until June 30, 2019.

Section IX – Non-Assignment

This Agreement may not be transferred or assigned without the express written consent of SCOE.

Section X – 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.

Section XI – Independent Agents

District and its agents, employees, and volunteers, shall act as independent agents in the performance of this Agreement, and not as an agent of SCOE.

Section XII – Entire Agreement and Amendment Thereto

Exhibits A-C 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.

Section XIII - Notice

All notices shall be deemed to have been given when made in writing and delivered, faxed or mailed to the respective representatives of District and SCOE at their respective addresses or fax numbers as follows:

Sly Park Environmental Education Center
5600 Sly Park Rd.
Pollock Pines, CA 95726
Tel: 916-228-2785
Fax: 530-644-2670
Email: slypark@scoe.net

Davis Joint Unified School District
526 B Street
Davis, CA 95616
Tel: 530-757-5300
Email: superintendent@djud.net

Section XIV - 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
10474 Mather Blvd
Sacramento, CA 95826

Davis Joint Unified School District
526 B Street
Davis, CA 95616

Kris Pamintuan Date
Director
Sly Park Environmental Education Center

Bruce E. Colby Date
Chief Business Officer