

**CONTRACT NAME: AGREEMENT BETWEEN MARIN COUNTY OFFICE OF
EDUCATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement authorizes Montgomery Elementary School to participate in the outdoor science education and conservation education program of the Marin County Outdoor School and Walker Creek Ranch in Petaluma, California. Montgomery students will attend Monday, November 26 to Friday, November 30.

FISCAL IMPACT: Donations fund this program.



MARIN COUNTY OFFICE OF EDUCATION

1111 Las Gallinas Avenue P.O. Box 4925
San Rafael, CA 94913-4925
marincoe@marin.k12.ca.us

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6825
TDD (415) 491-6611

School Name: **Montgomery Elementary**
Arrival Date: **Monday, November 26, 2018**
Departure Date: **Friday, November 30, 2018**

Number of Days: **5**
Fee Level: **1**

AGREEMENT

THIS AGREEMENT, entered into this 6th day of June, 2018, by and between the **MARIN COUNTY OFFICE OF EDUCATION**, hereinafter referred to as "County Superintendent", and the **Davis Joint Unified School District**, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the County Superintendent, pursuant to Education Code Sections 8760-8773, maintains an outdoor science education and conservation education program at the Marin County Outdoor School at Walker Creek Ranch in Petaluma, California; and

WHEREAS, District is desirous of participating in said program;

NOW, THEREFORE, BE IT HEREBY AGREED AS FOLLOWS:

1. District shall receive the state apportionment based on Average Daily Attendance.
2. District is responsible for supervision of its students.
3. District shall pay all salaries of personnel who are regularly employed by the District and assigned to duties in connection with this program.
4. District shall pay all costs of transportation for its students and employees in connection with this program.
5. District shall pay the amounts to County Superintendent as its proportionate share of the cost of this program as stated on the attached Marin County Outdoor School Fee Schedule, and the corresponding Fee Levels - (Level 1, Level 2, Level 3) for the dates of District attendance as noted.
 - a. The cost of a five-day program is \$ 3346 per student and \$ 245 per teacher.
 - b. The cost of a Four-day program is \$ 318 per student and \$ 210 per teacher.
 - c. In addition, District shall pay per person, a prorated portion thereof, for lodging and meals for any student or teacher who does not attend for the entire program.
6. District shall participate in said program for the 2018/19 school year by sending up 52 students to the program and shall comply with the regulations of the County Superintendent established for the maintenance of this program.
7. District agrees to pay the fee for the actual number of students in attendance or for 90% of the number of students set forth in paragraph #6, whichever is greater, whether or not the pupils actually attend the Marin County Outdoor School, unless notice of change has been given in writing 120 days prior to the week of attendance.

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8. County Superintendent shall pay all costs of maintaining and managing the program, including salaries of personnel, food, lodging, etc., except as herein stated. The program shall be under the direction of the County Superintendent and the final decision on its operation shall rest with the County Superintendent; however, the County Superintendent shall consult with the District and, if possible adjust the program to fit the particular requirements of the District.

9. As soon as the total costs have been determined and the charges to the respective District computed, County Superintendent shall send appropriate billing to the District. Upon confirmation by the District that this amount is correct, the District or responsible school organization shall authorize payment in the appropriate amount to the Marin County Schools Service Fund. If payment for services will be made by any organization other than the District (i.e. PTA group), please indicate here:

10. County Superintendent shall maintain adequate liability insurance to cover its operations under this program; however, it shall also be the responsibility of District to provide appropriate liability insurance covering the activities which may be under the control or supervision of District.

11. In addition to the charges outlined above, District shall be responsible for any additional costs occasioned by its use of the facilities, such as, but not limited to, damage to the grounds, equipment or buildings.

12. District shall defend, hold harmless and indemnify MCOE/WCR and each of its officers, employees, and agents against any and all claims, demands, causes of action, damages (including damages to WCR property), costs and liabilities, in law or in equity, of every kind and nature whatsoever, which arise out of or are in any way connected with the use and occupation of WCR campus described herein. To the fullest extent legally permissible, this indemnity and hold harmless agreement by the District shall apply to any and all acts or omissions, whether active or passive, on the part of the District or its agents, employees, representatives, resulting in a claim or liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of MCOE/WCR its officers, employees, or agents. Where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees or volunteers.

13. The dates for the 5 day program assigned for your District are:

Arrive on: Monday, November 26, 2018

Depart on: Friday, November 30, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTENDING SCHOOL

By: _____

Title: _____

School: Montgomery Elementary

Address: 1441 Danbury Street
Davis, CA 95618

District: Davis Joint Unified

Address: _____

MARIN COUNTY OFFICE OF EDUCATION

Mary Jane Burke

Marin County Superintendent of Schools

MARIN COUNTY OUTDOOR SCHOOL

By: George Stratman

Title: Ranch Manager/Outdoor School Principal

**Please review and sign Agreement and
return to us ASAP by email, fax or mail.**

Mail to: Pam Gambonini

Marin County Outdoor School

1700 Marshall-Petaluma Road

Petaluma, CA 94952

(415)663-8854 Fax

email: pgambonini@marinschools.org