

### AGREEMENT FOR PARTICIPATION AND SERVICES 2021-2022 OUTDOOR EDUCATION PROGRAM



THIS AGREEMENT is entered into this <u>29th</u> day of <u>March. 2021</u> by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and <u>San Pasqual</u>, hereinafter called the SCHOOL/DISTRCT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

- Use and Occupancy of Outdoor Education Premises and Facilities
  - A. The OFFICE agrees to provide:
    - (1) Administration and operation of the outdoor education program.
    - (2) Outdoor science education and conservation instructional and supervision services for an educational program.
    - (3) Sites, buildings, utilities, and maintenance.
    - (4) Food and its preparation.
    - (5) All staff other than school district employees accompanying students.
    - (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
    - (7) Promotion of the outdoor school program.
    - (8) Transportation for students while in camp.
  - B. The SCHOOL/DISTRICT agrees to:
    - (1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
    - (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
    - (3) For purposes of this agreement:
      - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
      - (b) Attendance for any portion of a day shall be counted a full day in camp.
      - (c) No refund of fees shall be made for students sent home for disciplinary reasons.
    - (4) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10)Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. Participation Agreement shall be filled out each year of a multi-year agreement.
- (11)Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.

(12)Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

#### II. Agreement Period

A. The term of this agreement shall commence on July 1, 2021 and will continue through June 30, 2022, 2023, or 2024 based on the option chosen below.

B. Please initial one of the options below to determine the number of years for this agreement:

a. (	Option 1	1 – 1	Year	Agreement
------	----------	-------	------	-----------

b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

C. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

#### III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year <a href="2021-2022">2021-2022</a> is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	\$335.00
4-day Program***	Per Student	\$285.00

#### \*\* Discounts 5-day Program

\*Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

\*Introductory Credit: \$10 credit per full fee student.

\*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$325 per student. Other discounts may be combined.

October thru December Rates: \$330 per student. Other discounts may be combined.

\*Does not apply to out of county schools, private schools, or non-school groups.

#### \*\*\* Discounts 4-day Program

Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice. Introductory Credit: \$8 credit per full fee student

<u>Three Year "Discount" Contract</u>: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$275 per student. Other discounts may be combined.

October thru December Rates: \$280 per student. Other discounts may be combined.

\*Does not apply to out of county schools, private schools, or non-school groups.

- B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
  - a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
  - b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.
- C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. (This will not be enforced for the 2021-22 year). In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
San Pasqual	65

Executed by the parties on the dates shown below their respective signatures.

San Pasqual School/District	County Superintendent of Schools San Diego County Office of Education
Ву	Bun E. Peters
<u>Title</u>	Authorized Signature
Date	Executive Director, Outdoor Education Title
	<u>March 29, 2021</u> Date
Authorized or ratified by the Board of Education on:	1

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

## SAN DIEGO COUNTY OFFICE OF EDUCATION OUTDOOR EDUCATION PROGRAM FEES AND CHARGES 2021-22

PROGRAM NAME	UNIT BASE FOR CHARGE	NOTES	2019-20	2020-21	2021-22
OUTDOOR SCHOOL PROGRAM					
5-day Program	Per student	*	\$330.00	\$337.56	\$335.00
4-day Program	Per student	(3) *	280.00	286.41	285.00
Classroom Teachers-Food Serv Ops	Per Teacher/Per Day				
Insurance	Per Student/Per Day	(1)			

#### **Discounts 5-day Program**

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$325.00 per student. Other discounts may be combined.

October thru December Rates: \$330.00 per student. Other discounts may be combined.

#### **Discounts 4-day Program**

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$275.00 per student. Other discounts may be combined.

October thru December Rates: \$280.00 per student. Other discounts may be combined.

#### **OUTREACH PROGRAMS**

Marine Science Floating Lab Marine Science Floating Lab Splash Science Mobile Lab Green Machine Mobile Classroom Curious Cephalopods Krazy Kelp Forest	Per Morning Trip Per Afternoon/Twilight Trip Per Day Per Day 1 hour session 1 hour session	(8) (8)	730.00 690.00 740.00 510.00	750.00 710.00 750.00 540.00	750.00 710.00 750.00 540.00 175.00
Geology Rocks!	1 hour session				175.00

#### **ALL PROGRAMS**

CITE DENITAL DOCCDARA

Visitor Meal - Food Service Operations Per Meal/Min 3 Meals

SITE RENTAL PROGRAM	(4) (5) (	/)		
One overnight - 3 meals with cabin	Per Guest	77.00	80.00	80.00
Two overnights - 5 meals with cabin	Per Guest	130.00	140.00	140.00
Three overnights - 8 meals with cabin	Per Guest	203.00	210.00	210.00

<sup>\*</sup>Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

<sup>\*</sup>Introductory Credit: \$10 credit per full fee student.

<sup>\*</sup>Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

<sup>\*</sup>Does not apply to out of county schools, private schools, or non-school groups.

<sup>\*</sup>Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

<sup>\*</sup>Introductory Credit: \$8 credit per full fee student.

<sup>\*</sup>Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

<sup>\*</sup>Does not apply to out of county schools, private schools, or non-school groups.

# SAN DIEGO COUNTY OFFICE OF EDUCATION OUTDOOR EDUCATION PROGRAM FEES AND CHARGES 2021-22

Overnights - no meals with cabin	Per Guest/Per Night	(9)	55.00	58.00	58.00
Visitor Meal - Food Service Operations	Per Meal/Min 3 Meals		8.50	8.75	8.75
Kitchen access for self-prep meals	Per Scheduled Meal	(9)	190.00	195.00	195.00
Plus State Park Fee (Cuyamaca and	Per Guest/Per Night	(2)	3.00	3.00	3.00
Palomar only)					

### SAN DIEGO COUNTY OFFICE OF EDUCATION OUTDOOR EDUCATION PROGRAM FEES AND CHARGES 2021-22

PROGRAM NAME	UNIT BASE FOR	<u>NOTES</u>	2019-20	2020-21	2021-22
	CHARGE				
ADDITIONAL SERVICES/FACILITIES		(4)			
Overnights (after 4 nights)	Per Guest/Per Night		\$37.00	\$40.00	\$40.00
Camper Insurance	Per Guest/Per Day	(1)			
Day Use Fee - Outside only	Per 4 hours or Part		437.00	447.00	454.00
	Thereof During Regular				
	Work Day				
Facilities:		(4)			
Individual Bedroom	Per night or Part Thereof		28.00	29.00	30.00
Assembly Hall	Per Day or Part Thereof				30.00
Assembly Hall, Craft Shop, Infirmary,	Per Day or Part Thereof		41.00	42.00	43.00
Lodge, or Staff Lounge	•		.2.50	72.00	43.00
Dining Room or Meeting Room	Per Day or Part Thereof		347.00	355.00	360.00
	(for day use group)				300.00
Auxiliary SDCOE Staff:	. , , , , , , , , , , , , , , , , , , ,	(4)			
Instructional or Summer Program Staff	Per 8 Hour Day/Per Staff	(4) (6)	385.00	393.00	400.00
	Member or Part Thereof		_		100.00
Lifeguard	Per 8 Hour Day/Per Staff	(4) (6)	385.00	393.00	400.00
	Member or Part Thereof		1.5		
Nurse	Per 8 Hour Day/Per Staff	(4) (6)	510.00	521.00	535.00
	Member or Part Thereof				

#### Notes:

- 1. Insurance premium will be paid by Cuyamaca Outdoor School.
- 2. State Park fees are set by State Parks & Recreation and are subject to change.
- 3. 4-day programs are available on designated SDCOE holiday weeks only. Refer to your Outdoor School Schedule.
- 4. All accommodations and staffing are subject to availability and must be arranged in advance.
- 5. Minimum group sizes for 1-2 nights: 50; for more than 2 nights: 100. Smaller groups may call the Director for consideration.
- 6. This rate charged for up to a maximum of 8 hours per day or 40 hours per week. OT will be charged if these hours are exceeded. The availability of auxiliary staff is not guaranteed, it is highly recommended that groups bring their own staff (lifeguard must be certified).
- 7. The Director reserves the right to alter the above fee schedule to accommodate special staffing, group sizes, or unusual program needs.
- 8. Schools may request an additional TA to accompany the Splash Lab or Green Machine in lieu of the school providing a volunteer. Additional TAs are subject to availability and an additional fee of \$153.00 per day/per TA. Please request at least two weeks in advance of the trip.
- 9. Site rental without meals is by special arrangement. Kitchen access fee includes supervision.

				Total #s	9609
9/13/2021	Days:3	100	1/18/2022	Days:4	24
JCCS	SDCOE	100	Carlton Hills	San	60
9/20/2021	Days:5	215	Sycamore Canyon	San	35
Chet F Harritt	San	55	Pride Academy	San	50
Capri	Enc	85	Magnolia Sci Acad	SDUSD	95
EJE	Caj	75	1/24/2022	Days:5	220
9/27/2021	Days:5	215	Rio Seco	San	160
La Costa Heights	Enc	85	Hill Creek	San	60
Oak Grove	JD	45	1/31/2022	Days:5	215
Smythe	SY	85	Pepper Drive	San	90
10/4/2021	Days:5	216	San Pasqual	SP	65
Oak Valley Middle	Pow	216	James Dukes	Ram	60
10/11/2021	Days:5	216	2/7/2022	Days:5	200
Oak Valley Middle	Pow	216	Coronado Middle	Cor	200
10/18/2021	Days:5	190	2/14/2022	Days:4	220
Heritage Charted	Esc	100	Pence	SB	60
La Mirada	SY	30	Design 39 Middle	Pow	100
Darnall Charter	SDUSD	60	Ramona Elementary	Ram	60
10/25/2021	Days:5	190	2/22/2022	Days:5	210
Arroyo Vista Charter	cv	105	McCabe	Mcb	110
Olivenhain Pioneer	Enc	85	College Prep	Prv	100
11/1/2021	Days:5	178	2/28/2022	Days:5	360
Skyline	Sol	130	Tierra Del Sol	Lk	150
Solana Santa Fe	Sol	48	Liberty	CV	100
11/8/2021	Days:3	220	Lakeside Middle	Lk	110
JCS Family Charter	Jul	120	3/7/2022	Days:5	386
King Chavez Prep	SDUSD	100	Twin Peaks Middle	Pow	300
11/15/2021	Days:5	200	St John of the Cross	Prv	16
O'Farrell	SDUSD	200	Barnett	Ram	70
11/29/2021	Days:5	223	3/14/2020	Days:5	355
Greg Rogers	CV	55	Hillsdale Middle	Caj	250
Halecrest	CV	55	Central	SB	50
Hawking Steam Charter II	SUHSD	70	Elevate	Prv	55
Leonardo Da Vinci	Prv	43	3/21/2022	Days:5	335
12/6/2021	Days:5	190	Cajon Park	San	110
Pacific Beach Middle	SDUSD	190	Pershing Middle	SDUSD	225
12/13/2021	Days:5	190	3/28/2022	Days:5	340
Carlton Oaks	San	90	Bernardo Heights Middle	Pow	180
Flying Hills	Caj	100	Roosevelt IB MS	SDUSD	50
1/3/2022	Days:5	200	Standley	SDUSD	60
Black Mountain Middle	Pow	200	Longfellow	SDUSD	50
1/10/2021	Days:5	200			
Black Mountain Middle	Pow	130			
Hawking Steam Charter I	SUHSD	70			

----

	luyamaca Out	door Scho	ool Schedule 2021-2022		
				Total #s	9609
			5/9/2022	Days:5	395
			Meadowbroook Middle	Pow	315
4/4/2022	Days:5	350	Paul Ecke	Enc	80
Bernardo Heights Middle	Pow	280	5/16/2022	Days:5	360
Hanson	Ram	70	Foussat 5th	0	125
4/11/2022	Days:5	355	Mission 5th	0	50
SBSD Online	Sol	63	Palmquist 5th	0	90
Solana Pacific	Sol	182	San Luis Rey 5th	0	80
Solana Ranch	Sol	110	Empower	SDUSD	15
4/18/2022	Days:5	360	5/23/2022	Days:5	375
Flora Vista	Enc	55	Ada Harris	Cdf	90
Mission Estancia	Enc	70	Berry	SB	55
Park Dale Lane	Enc	60	El Camino Creek	Enc	80
Ocean View Hills	SY	95	Sullivan Middle	Bon	75
Ocean Knoll	Enc	80	Willow	SY	75
4/25/2022	Days:5	398	5/31/2022	Days:4	347
St. Rose of Lima	Prv	33	Descanso	ME	33
St. Michaels	Prv	55	Campo	ME	45
St. Kiernan	Prv	20	Portrero	ME	45
Cesar Chavez 5th	SDUSD	60	Clover Flat	ME	24
Mt Woodson	Ram	70	MacQueen	A!	100
Juarez Lincoln	CV	70	Greenfield Middle	Caj	100
Sunset	SY	65	6/6/2022	Days:5	315
Good Shepherd	Prv	25	Literacy First	Prv	125
5/2/2022	Days:5	330	Bonsall West	Bon	55
Mesa Verde	Pow	330	Bostonia Language Academy	Caj	60
	- 1		Kumeyaay 5th	Prv	75