

San Pasqual Union School District

The Little School in the Valley

15305 Rockwood Road, Escondido, CA 92027-6700
Phone 760-745-4931 Fax 760-745-2473 E-Mail spusd@sanpasqualunion.net
Website: www.sanpasqualunion.com

BOARD OF EDUCATION REGULAR MEETING

Tuesday, June 26, 2018 at San Pasqual Union School

CALL TO ORDER

Blaise Jackson, President	_____	David Hersey, Member	_____
Tim Spivey, Clerk	_____	Scott Heidemann, Member	_____
Angie Baker, Vice President	_____	Shannon Hargrave, Supt /Secretary	_____
		Pamela Hansen, Recording Secretary	_____

I. REGULAR BOARD MEETING (5:30 Library)

- A. WELCOME TO GUESTS AND PLEDGE OF ALLEGIANCE
- B. REPORT OF ACTION TAKEN IN CLOSED SESSION

Action _____

Motion By _____ Seconded by _____

Vote: Jackson _____ Hersey _____ Baker _____ Heidemann _____ Spivey _____

- C. HEARING OF THE PUBLIC: Persons wishing to speak to an item on the agenda or another topic that lies within the Board's jurisdiction.
- D. APPROVAL OF AGENDA AND MINUTES: Current agenda and minutes of the 06-19-18 meeting. Any changes for either the full agenda or the consent calendar must be made at this time.

Action _____

Motion By _____ Seconded by _____

Vote: Jackson _____ Hersey _____ Baker _____ Heidemann _____ Spivey _____

ACTION/DISCUSSION ITEMS

- E. APPROVAL OF LCAP: The Board shall consider approval of the Local Control Accountability Plan for the 2018-2019 school year as presented.

Action _____

Motion By _____ Seconded by _____

Vote: Jackson _____ Hersey _____ Baker _____ Heidemann _____ Spivey _____

F. APPROVAL OF 2018-2019 DISTRICT BUDGET: The Board shall consider approval of next year's budget.

Action _____

Motion By _____ Seconded by _____

Vote: Jackson _____ Hersey _____ Baker _____ Heidemann _____ Spivey _____

CONSENT AGENDA

- A. APPROVAL of the 2018-2019 and 2019-2020 Designation of Representatives to the Community Advisory Committee of the North Inland Special Education Region (NISER) Special Education Local Plan Area (SELPA)
- B. APPROVAL OF CONSOLIDATION APPLICATION: The Board shall consider approval of the Consolidated Application.
- C. POLICY MANUAL CHANGES: Approval of recommended changes to the District Policy Manual as recommended by the California School Boards Association. This document is available by request in the District office during regular business hours.
- D. OUTDOOR EDUCATION PROGRAM: Agreement between the San Diego County Office of Education to participate in the Outdoor Education Program.

Action _____

Motion By _____ Seconded by _____

Vote: Jackson _____ Hersey _____ Baker _____ Heidemann _____ Spivey _____

G. Comments by Trustees

No meeting in July. Next meeting August 14, 2018

ADJOURNMENT

Separate attachments available by request at the District office. San Pasqual Union provides appropriate disability accommodations. Any person who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

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BOARD OF EDUCATION MINUTES

Tuesday, June 19, 2018 at San Pasqual Union School

Closed Session : (4:30) Conference with Legal Counsel regarding Potential Litigation Pursuant to Govt Code 54956.9(d)(2) – one case.

Regular Session

- Regular meeting called to order at 5:30 p.m. All members present besides Member Hersey and Member Spivey. Superintendent Hargrave and recording secretary, Pamela Hansen were also present
- Public was welcomed and the flag salute was recited.
- Report from Closed Session : No formal action taken
- Member Baker made a motion to approve the agenda and minutes from the 5-8-18 meeting. Member Heidemann seconded the motion. Motion passed 3/0
- Hearing of the Public: No one addressed the Board.
- Public Hearing on Bridges Preparatory Charter School. Dr. Jeff Felix presented the formal petition to the Board to consider support for Bridges Preparatory Charter School to be established. (Available on the SPU website). Board member Heidemann inquired about the reasons for siting a prospective charter school emphasizing secondary students with SPUSD. No members of the public addressed the Board.
- Superintendent Hargrave presented the Local Control Accountability Plan for the 2018-2019 school year to be approved at the June 26th Board meeting.
- Financial Director Rhonda Brown presented the 2018-2019 Budget. This budget will be voted on at the June 26th Board meeting. (Available on the SPU website)
- SPETA opened negotiations on Article 3-Definitions, Article 20-Health and Welfare Benefits and Article 21 for the 2018-2019 school year.
- Superintendents / Assistant Principals Report : Update on the following events:
 - Candyland Dance (Daddy - Daughter)
 - Sports Banquet - All sports represented including Cheer and Run Club
 - STEAM fair
 - MS Field Day
 - Open House / Spring Concert
 - K-5 Field Day
 - Senior walk
 - Dinner Theater
 - Battle of the Books
 - Last Awards Assembly
 - 8th grade Knotts Berry Farm trip
 - Preschool Graduation

- o Summer Library

- Assistant Principal Mark Burroughs presented a summer project / to do list including school campus and summer maintenance plan. (Available on the SPU website)

Consent Agenda

Member Heidemann moved to approve the consent agenda. Member Baker seconded the motion.

Motion passed 3/0

Comments by Trustees:

Member Baker: Mrs. Baker is sad to lose Mrs. Hargrave but excited about Mr. Burroughs moving into the position. She thinks that the senior walk is a fabulous idea and is excited to see it continue in the future. She is also very happy that the school brought back “meet your teacher day” as she has very fond memories of taking her children when they attended SPU.

Member Heidemann: Mr. Heidemann wants to thank everyone that made the 8th grade promotion as great as it always has been. He thanks Mrs. Hargrave for 5 excellent years at SPU, and he thanks the school and district staff for all they do year round but especially in the summer.

Member Jackson: Mr. Jackson agrees with all the board members. He thanks Mrs. Hargrave again for all she has done and is looking forward to watching Mark continue with what she has started.

Regular meeting adjourned at 7:05

Next meeting 6/26/2018 Closed session 5:00pm

North Inland Special Education Region (NISER)
COMMUNITY ADVISORY COMMITTEE
2018/19 – 2019/20
MUST BE SCHOOL BOARD APPROVED

	Name/Email	Mailing Address	Phone Number	School Site
Special Education Parent	Tom Best Email: bbest12@cox.net	920 Baron Pl Escondido, CA 92025	(760)480-4476	San Pasqual
Special Education Parent	Rebecca Gibbs Email: rebecca@gibbs.net	2309 Old Ranch Rd Escondido, CA 92027	(760) 420-1627	San Pasqual
Regular Education Parent	Margie McConnell Email: margie.mcconnell@sanpasqualunion.net	1541 South Maple St. Escondido, CA 92025	(760)745-4931	San Pasqual
Pupil/Adult with Disability	NA Email:			San Pasqual
Special Education Teacher	Kristin Andrade Email: kristin.andrade@sanpasqualunion.net	15305 Rockwood Rd Escondido, CA 92027	(760)745-4931	San Paqual
Regular Education Teacher	Lisa Gangel Email: lisa.gangel@sanpasqualunion.net	15305 Rockwood Rd Escondido, CA 92027	(760)745-4931	San Pasqual
Other District Personnel	Stephanie Jones Email: stephanie.jones@sanpasqualunion.net	15305 Rockwood Rd Escondido, CA 92027	(760)745-4931	San Pasqual

School District: San Pasqual Union

Vote: Ayes: _____ Noes: _____ Abstained: _____ Absent: _____

I certify that the forgoing statement is true and correct.

_____ June 26, 2018
Date of Board Meeting

_____ School Board Chair NAME and SIGNATURE

_____ Date

_____ District Superintendent NAME and SIGNATURE

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/26/2018
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Julie Romero
DELAC review date	03/20/2018
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	http://www.sanpasqualunion.net
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title V, Part B Subpart 1 Small, Rural School Achievement Grant	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESSA Sec. 5211 SACS 5810 ATTENTION: If participating, the LEA also needs to apply for the SRSA grant directly through the USED at https://www.grants.gov/ .	
Title V, Part B Subpart 1 Alternative Uses of Funds Authority Participation	Yes
Title IV, Part A (Student Support)	Yes
ESSA Sec. 1112(b) SACS 4127	

*****Warning*****

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CSBA Sample

Board Policy

Response To Immigration Enforcement

BP 5145.13

Students

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy consistent with a model policy developed by the California Attorney General which limits assistance with immigration enforcement at public schools. See Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on the web site of the Office of the Attorney General. Except as otherwise noted below, the following policy reflects the mandated policy statements. See the accompanying administrative regulation, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR/E 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

Note: Education Code 234.1 mandates that districts adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code 422.55 and Education Code 220. As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 234.1 expressly includes immigration status among the protected categories. See BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), the district must notify parents/guardians of their children's right to a free public education regardless of immigration status, including "Know Your Educational Rights" information as contained in the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. Such notice may be included in the annual parental notification provided pursuant to Education Code 48980 or through any other cost-effective means. Also see BP 0410 - Nondiscrimination in District Programs and Activities.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Note: The following optional paragraph reflects a recommendation of the Attorney General's model policy and may be revised to reflect district practice.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference:

EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

WEB SITES

CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:

<http://locator.ice.gov/odls>

CSBA Sample

Administrative Regulation

Response To Immigration Enforcement

AR 5145.13

Students

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy that is consistent with the California Attorney General's model policy limiting assistance with immigration enforcement at public schools. The required model policy statements are contained in the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and, except as otherwise noted, are reflected in the following regulation. See the accompanying Board policy, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR/E 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.

Note: The Attorney General's model policy recommends that districts designate an immigrant affairs liaison to facilitate training programs for staff, help provide non-legal advice to families, and assist in communications with other educational agencies and local and state government stakeholders. The following administrative regulation may be revised to reflect any such position established by the district.

Responding to Requests for Information

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement (ICE), as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order. An ICE "administrative warrant" is not a court order that would allow a district to disclose student records without parent/guardian consent. See the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues for further information and examples of such administrative warrants and judicial orders.

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Note: Items #1-4 below reflect requirements of the Attorney General's model policy.

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry. In addition, the Attorney General's model policy developed pursuant to Education Code 234.7 prohibits the use of school data or resources for creating a registry based on specific characteristics. Also see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5125 - Student Records.

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination.
(Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

Note: Except as otherwise noted, the following mandated section reflects the Attorney General's model policy developed pursuant to Education Code 234.7. The Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues contains a Quick Reference Guide for School Officials that summarizes the steps to be taken in the event that an immigration enforcement officer comes to a school or requests personal information about a student or his/her family member.

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

(cf. 5145.12 - Search and Seizure)

Note: The Attorney General's model policy includes requirements that the district post signs at school entrances containing school hours and registration requirements and that the district adopt measures for responding to outsiders in a manner that avoids classroom interruptions. See BP/AR 1250 - Visitors/Outsiders for procedures applicable to all "outsiders," as defined in Penal Code 627.1.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

Note: The following paragraph may be modified by districts that do not maintain a district police or security department.

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information

3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge

- e. District staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer
10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

***Note: Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), provides that a student complies with district residency requirements if his/her parent/guardian was a resident of California and departed against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency

authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act. See AR 5111.1 - District Residency.***

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

(cf. 5111.1 - District Residency)

Note: The following paragraph is recommended, but not required, by the Attorney General's model policy. See the management resources in the accompanying Board policy for ICE's Online Detainee Locator System.

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.



SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net
San Diego County Superintendent of Schools Dr. Paul Gothold

May 15, 2018

To: District Superintendents and
School Administrators

From: Bob Mueller, Executive Director

Re: Outdoor Education Program Contracts and Fee Schedule

Enclosed are the following documents for the 2018-2019 school year:

1. **Outdoor Education Program Fee Schedule**

2. **Outdoor School Contract ("Fees and Attendance") NOTE: ONLY SCHOOLS OR DISTRICTS WHOSE STUDENTS ATTEND WILL RECEIVE THIS CONTRACT**

This document confirms the pupil fee, estimated costs, and guaranteed number of students that will participate in the Outdoor Education Program for your individual school or district. Please have your appropriate district or school administrator sign this form and **return the contract** to our office by **August 15, 2018**.

3. **School Estimate Fees and Discounts for Camp**

4. **Outdoor School Schedule – For participating schools**

5. **Combined Marine Science Floating Lab, Green Machine, Splash Science**

The combined Marine Science Floating Lab, Green Machine, Splash Science agreements cover all schools who wish to participate within the district. Executing this agreement in advance will save time for the schools in your district. **For private or individual schools**, this will cover your specific school site only. ***Please note that signing the contract does not obligate you to schedule the program.*** Please have your appropriate district or school administrator sign this form and **return the contract** to our office by **August 15, 2018**.

Insurance Requirements:

Schools not part of the JPA will need to provide "Proof of Liability Insurance" adding the San Diego County Superintendent of Schools as additional insured in the amount of \$2M. Please submit no later than 30 days prior to the field trip.

If you have any questions regarding any of the enclosures, please contact Amy Tran at (858) 292-3695.

<u>PROGRAM NAME</u>	<u>UNIT BASE FOR CHARGE</u>	<u>NOTES</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
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OUTDOOR SCHOOL PROGRAM

5-day Program	Per student	*	\$320.00	\$320.00	\$325.00
4-day Program	Per student	(3) *	270.00	270.00	275.00
Classroom Teachers-Food Serv Ops	Per Teacher/Per Day		11.00	11.00	
Insurance	Per Student/Per Day	(1)	0.28	0.28	

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: \$315 per student. Other discounts may be combined.

October thru December Rates: \$320 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.

*Three Year "Discount" Contract: 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: \$265 per student. Other discounts may be combined.

October thru December Rates: \$270 per student. Other discounts may be combined.

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

OUTREACH PROGRAMS

Marine Science Floating Lab	Per Morning Trip			700.00	700.00
Marine Science Floating Lab	Per Afternoon/Twilight Trip			670.00	670.00
Splash Science Mobile Lab	Per Day	(8)	676.83	670.00	690.00
Green Machine Mobile Classroom	Per Day	(8)	454.59	455.00	475.00

ALL PROGRAMS

Visitor Meal - Food Service Operations	Per Meal/Min 3 Meals		8.18	8.31	
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SITE RENTAL PROGRAM

		(4) (5) (7)			
One overnight - 3 meals with cabin	Per Guest		74.00	74.00	75.00
Two overnights - 5 meals with cabin	Per Guest		118.00	118.00	126.00
Three overnights - 8 meals with cabin	Per Guest		197.00	197.00	197.00
Overnights - no meals with cabin	Per Guest/Per Night	(9)	52.00	52.00	53.00
Visitor Meal - Food Service Operations	Per Meal/Min 3 Meals		8.18	8.18	8.30
Kitchen access for self-prep meals	Per Scheduled Meal	(9)	182.00	182.00	185.00
Plus State Park Fee (Cuyamaca and Palomar only)	Per Guest/Per Night	(2)	3.00	3.00	3.00

<u>PROGRAM NAME</u>	<u>UNIT BASE FOR CHARGE</u>	<u>NOTES</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
<u>ADDITIONAL SERVICES/FACILITIES</u>		(4)			
Overnights (after 4 nights)	Per Guest/Per Night		\$35.36	\$35.36	\$36.00
Camper Insurance	Per Guest/Per Day	(1)	0.23	0.23	
Day Use Fee - Outside only	Per 4 hours or Part Thereof During Regular Work Day		414.18	414.18	425.00
Facilities:		(4)			
Individual Bedroom	Per night or Part Thereof		26.27	26.27	27.00
Assembly Hall	Per Day or Part Thereof		36.37	36.37	
Assembly Hall, Craft Shop, Infirmary, Lodge, or Staff Lounge	Per Day or Part Thereof		46.47	46.47	40.00
Dining Room or Meeting Room	Per Day or Part Thereof (for day use group)		333.37	333.37	338.00
Auxiliary SDCOE Staff:		(4)			
Instructional or Summer Program Staff	Per 8 Hour Day/Per Staff Member or Part Thereof	(4) (6)	368.72	368.72	375.00
Lifeguard	Per 8 Hour Day/Per Staff Member or Part Thereof	(4) (6)	368.72	368.72	375.00
Nurse	Per 8 Hour Day/Per Staff Member or Part Thereof	(4) (6)	409.13	409.13	500.00

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 advanced.
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 \$150.00 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.

**AGREEMENT FOR PARTICIPATION AND SERVICES 2018-2019
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 15 day of May, 2018, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Pasqual Union hereinafter called the SCHOOL/DISTRICT.

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:

I 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, 2018** and will continue through **June 30, 2019, 2020, or 2021** 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 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 **2018-2019** 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	\$325.00
4-day Program***	Per Student	\$275.00

** 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: \$315 per student. Other discounts may be combined.

October thru December Rates: \$320 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

Three Year "Discount" Contract: 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: \$265 per student. Other discounts may be combined.

October thru December Rates: \$270 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. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. 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	Guaranteed	Days	Week of
San Pasqual	60	51	5	1/14/2019

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

San Pasqual Union
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature
Executive Director, Outdoor Education
Title

May 15, 2018
Date

Authorized or ratified by the Board of Education on:

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 Pasqual Union Elementary

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate

Enter highlighted cells only

			60
Fee/Credit	Detail		Students
Base Fee	\$275 / student		16,500.00
Equity Credit	Percent x students x -\$78	15.70%	-734.76
Three Year Contract Discount	Full fee students x -\$8	N	0.00
New to Camp Discount	Full Fee students x \$8	N	0.00
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		15,765.24
		Per Student	\$262.75

5 -Day Camp Estimate

			60
Fee/Credit	Detail		Students
Base Fee	\$325 / student		19,500.00
Equity Credit	Percent SES x students x -\$90	15.70%	-847.80
Three Year Contract Discount	Full fee students x -\$10	N	0.00
New to Camp Discount	Full Fee students x -\$10	N	0.00
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		18,652.20
		Per Student	\$310.87

Cuyamaca Outdoor School Schedule 2018-19

5/24/2018

11,924

9/10/2018	Days: 5	Total: 240	12/10/2018	Days: 5	Total: 269
Heritage Elementary	Esc-Chtr	120	EJE	Prv	80
Chet Harritt	San	50	Flying Hills	Caj	60
			Rio Seco	San	129
9/17/2018	Days: 5	Total: 260	12/17/2018	Days: 5	Total: 254
Vista La Mesa	LG	60	Greg Rogers	CV	55
San Miguel	LG	65	Halecrest Elementary	CV	60
Monterey Heights	LG	60	Pendleton	BPOC	45
Lemon Grove Academy	LG	75	Pepper Dr	San	94
9/24/2018	Days: 5	Total: 252	1/14/2019	Days: 5	Total: 409
Mission Estancia	Enc	80	San Pasqual	SP	60
Flora Vista	Enc	72	Park Dale Lane	Enc	70
San Altos	LG	45	Coronado Middle	Cor	190
Mount Vernon School	LG	55	Language Academy	Prv	50
10/1/2018	Days: 5	Total: 277	Leonardo Da Vinci Charter	Prv	39
La Costa Heights	Enc	100	1/22/2019	Days: 4	Total: 404
Capri	Enc	112	Camp Lockett	M	55
Oak Grove	JD	65	Campo	M	44
10/8/2018	Days: 5	Total: 275	Pine Valley	M	28
Oak Valley Middle	Pow	275	Potrero	M	41
10/15/2018	Days: 5	Total: 275	Carlton Hills	San	45
Oak Valley Middle	Pow	175	Tubman	SDUSD	35
Carlton Oaks	San	100	Magnolia Science Academy	SDUSD	96
10/22/2018	Days: 5	Total: 270	Sycamore Canyon	San	40
Solana Pacific	Sol	175	Empower Charter	Prv	20
Solana Ranch	Sol	95	1/28/2019	Days: 5	Total: 409
10/29/2018	Days: 5	Total: 255	Cajon Park	San	95
Arroyo Vista	CV	140	Tierra Del Sol	LK	200
Juarez Lincoln	CV	85	Ramona Elementary	Ram	80
Integrity Charter	N	30	St. John of the Cross	Prv	34
11/5/2018	Days: 5	Total: 250	2/4/2019	Days: 5	Total: 390
Design 39 7th	Pow	250	Black Mountain Middle	Pow	350
11/13/2018	Days: 4	Total: 250	Golden Hill	SDUSD	40
The O'Farrell Charter	SDUSD	250	2/11/2019	Days: 5	Total: 375
11/26/2018	Days: 5	Total: 275	Meadowbrook Middle	Pow	375
El Camino Creek	Enc	95	2/19/2019	Days: 4	Total: 391
Olivenhain Pioneer	Enc	100	College Preparatory Mid	M	60
Reynolds 5th	O	80	McCabe	Mcb	155
12/3/2018	Days: 5	Total: 241	Oneonta	SB	65
Skyline	Sol	130	Liberty School	CV	111
Solana Santa Fe	Sol	46			
James Dukes	Ram	65			

2/25/2019	Days: 5	Total: 376	4/29/2019	Days: 5	Total: 396
Pence	SB	75	Mesa Verde Middle I	Pow	250
Clear View	CV	73	Good Shepherd	Prv	15
Darnall Charter School	SDUSD	65	St. Michael's	Prv	65
Barnett	Ram	73	St. Katharine Drexel Acad	Prv	15
Hanson Elementary	Ram	90	St. Kieran	Prv	15
3/4/2019	Days: 5	Total: 395	St. Rose of Lima	Prv	36
Twin Peaks Middle	Pow	375	5/6/2019	Days: 5	Total: 395
Howard Gardner	Prv	20	Mesa Verde Middle II	Pow	200
3/11/2019	Days: 5	Total: 397	Burton C Tiffany	CV	75
Grant	SDUSD	95	Mendoza	SB	120
Imperial Beach	SB	101	5/13/2019	Days: 5	Total: 392
Berry	SB	56	Mission 5th	O	50
Central (SB)	SB	70	Foussat 5th	O	125
Hawking STEAM I	SUHSD	75	South Oceanside 5th	O	90
3/18/2019	Days: 5	Total: 390	Laurel 5th	O	32
Hillsdale	Caj	330	Palmquist 5th	O	95
Mt. Woodson	Ram	60	5/20/2019	Days: 5	Total: 398
3/25/2019	Days: 5	Total: 400	Bonsall West	Bon	70
Lakeside Middle	LK	200	Sullivan Middle	Bon	90
Longfellow	SDUSD	45	Silver Wing	CV	50
Roosevelt	SDUSD	70	Emory	SB	85
Standley	SDUSD	45	Ramona Community	Ram	35
4/1/2019	Days: 5	Total: 390	Seeley	See	20
Bernardo Heights Mid I	Pow	260	Hawking STEAM II	SUHSD	25
Ivey Ranch 5th	O	130	National University Acad	LK	23
4/8/2019	Days: 5	Total: 390	5/28/2019	Days: 4	Total: 395
Bernardo Heights Mid II	Pow	240	Hill Creek	San	50
MacQueen	Alp	150	Willow	SY	70
4/15/2019	Days: 5	Total: 395	Pride Academy	San	75
Ocean Knoll	Enc	85	San Marcos 5th	SM	100
Paul Ecke	Enc	90	Greenfield	Caj	100
Pershing	SDUSD	220	6/3/2019	Days: 5	Total: 394
4/22/2019	Days: 5	Total: 400	Ada Harris	Cdf	114
Cesar Chavez 5th	SDUSD	70	Literacy First	Prv	130
McAuliffe 5th	O	50	Bethune	SDUSD	80
San Elijo 5th	SM	175	Monarch	SDCOE	20
Encinitas Country Day	Prv	25	Stuart Mesa 5th	O	50
Sunset	SY	80			

San Diego County Office of Education

SCIENCE OUTREACH PROGRAM FIELD TRIP AGREEMENT – 2018-2019

THIS AGREEMENT, made this July 1, 2018 and which will terminate on June 30, 2019, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and San Pasqual Union School District hereinafter called the "District/School/Organization", mutually agree as follows:

1. Basis of Agreement

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization). The fees charged to third parties may be different than those stated below, based on the services requested by them.

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. Scope of Agreement

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2018-2019:

- 1) Green Machine
\$475.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) Splash Science Mobile Lab
\$690.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/storm drain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.
- 3) Marine Science Floating Lab
\$700.00 per morning trip and \$670 per afternoon/ twilight trip, serving up to 40 people on one of two boats. This program consists of half-day field trip on San Diego Bay with hands-on science instruction and materials.

B. County agrees to provide:

- 1) Instructional materials and equipment.
- 2) Boat transportation with qualified crew (Floating Lab only).
- 3) Curriculum and instruction.
- 4) Invoicing of the District/School/Organization for the field trip.

C. District/School/Organization agrees to:

- 1) Schedule their participation in the program of choice with the County by phone or email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO, check or, for Private Schools only, a Personal Letter of Guaranty signed by the site administrator).
- 3) Send no more than the maximum number of allowed per Marine Science Floating Lab field trip (40, including chaperones/teachers). If the school arrives for the field trip with a group size of more than 40, the ship captain may, at his/her sole option; refuse to take more than the maximum of 40 on board or agree to accept additional passengers up to a maximum of 45 with the understanding that the District/School/Organization agrees to pay an additional fee of \$50 for each person in excess of 40. Group sizes in excess of 45 will not be accepted under any circumstances. If the group arrives with more than 40, and the ship captain refuses to take more than 40 on board, the group may elect to leave some behind or cancel the trip. If the trip is canceled by the group in this circumstance, there will be no refund or compensation to the District/School/Organization.
- 4) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult, the Splash Science Mobile Lab requires two participating adults and the Marine Science Floating Lab requires a minimum of one participating adult.
 - a. Splash Lab and Green Machine only - If the school cannot provide the required participating adults, they must inform County a minimum of five days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$150 per participant provided by County.
- 5) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the scheduled trip. Cancellation with less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
- 6) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 7) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. Authorization to Copy Materials

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. Confidentiality of Service or Work

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **Independent Contractor**

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. **Hold Harmless**

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

A. Any injury to person, including death therefrom, or damage to property sustained by the Party or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and

B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the defending party, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The defending 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 non-defending party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment 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.

7. **Insurance Requirements**

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. **Compliance With Laws**

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.

10. **Termination**

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. **Audit**

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. **Safety**

District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

13. **Governing Law/Venue San Diego**

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

14. **Final Approval**

This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Interim Senior Director of Outdoor Education.

15. **Contract Participants**

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**

San Diego County Office of Education
Bob Mueller, Executive Director, Outdoor Education and Student Support Services
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 | Fax (858) 571-7206

17. **Entire Agreement**

This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

San Pasqual Union School District

By _____

Title _____

Date _____

Authorized or ratified by the Board of Education

on _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Outdoor Education
Title

May 1, 2018
Date

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or disability.