

# Mount Hermon Outdoor Science School

Mount Hermon Association, Inc. • P.O. Box 413 • Mount Hermon, California 95041  
Phone (831) 335-4466 Fax (831) 335-7485

## Contract

BETWEEN PARTICIPATING SCHOOL AND MOUNT HERMON OUTDOOR SCIENCE SCHOOL OR MOUNT HERMON ASSOCIATION, INC.  
("MOUNT HERMON")

(One signed copy to be returned to Mount Hermon with deposit)

### SPONSORSHIP AND DATES

1. School District : Cambrian Elementary School District Grade: 5th

A. Participating School: Sartorette Elementary School

B. Person Responsible for Science School Business: Jennifer Lozzio

Address: 3850 Woodford Dr City: San Jose State: CA Zip: 95124

Telephone: (408) 264-4380

C. District Office:

Address: 3850 Woodford Dr City: San Jose State: CA Zip: 95124

Telephone: (408) 264-4380

2. Science School Dates: Beginning Monday, October 27, 2025 Ending Thursday, October 30, 2025

3. Meals to Begin with: Meal Lunch Day Monday Date 10/27/2025 Time 12:30pm

Meals to End With: Meal Breakfast Day Friday Date 10/30/2025 Time 8:30am

4. Check-In Time: 10:30am Check-out Time: 10:30am

### SCOPE OF SERVICES

5. Mount Hermon agrees to provide an outdoor education camp program and curriculum for students. Mount Hermon will provide programming, meals, and lodging for all student participants, teachers and chaperones. Science camp will take place at the following address: Redwood Camp, 6496 East Zayante Road, Felton, CA 95018

6. Mount Hermon Outdoor Science School agrees to provide Red Cross Certified lifeguards during all swimming and water sports events, and at any time when students will be within the pool area.

### GUARANTEE

7. Guaranteed number of full-time registrants: 38 7B. Guaranteed minimum dollar amount due: \$13,110.00

### FINANCES

8. A. Housing will be: Redwood Camp @ \$ 345.00 per student.

*\*1 teacher per 30 students attends without charge – Additional teachers will be charged 50% of student rate.*

*\*1 Cabin Leader per 8 students attends without charge. In addition, 2 extra Cabin Leaders may also attend free of charge.*

*Additional Cabin Leaders will be charged 50% of student rate.*

*(price includes housing, meals, registration fee)*

B. Mount Hermon reserves the right to adjust the stated rates on this agreement up to 90 days prior to Science School. Notice of any adjustments will be given by mail to the person responsible for Science School business prior to that time. Rates in effect at the time of the Science School will be the actual rates charged for all housing and meals.

### 9. Advance Fees

- A non-refundable advance deposit of \$1,000.00 is due by: May 1, 2025
- If the District falls below the guaranteed registrant minimum, they will be required to meet their financial obligation to Mount Hermon for the guaranteed number of full-time registrants. Mount Hermon will use the contract minimum housing rate charge in determining the obligation (this amount is noted in section 7B). We understand that Mount Hermon may have turned down other groups and prepared rooms and food for the minimum. The guaranteed minimum may not be decreased after 90 days before the Science School except by mutual agreement.
- If the District would like to increase the number of full-time registrants beyond the stated guaranteed number it may do so upon availability of space as determined by Mount Hermon's Director of Outdoor Science.

10. The balance of the total Outdoor Science School account will be paid to Mount Hermon in one check or arrangement made for said payment within three weeks of the closing date of the school. We understand that any damage to Mount Hermon property (beyond ordinary wear) caused by a member or members of our group, will be added to the final balance.

## REGARDING CANCELLATION

### 11. Cancellation Policy

- a. Cancellation of this contract between 31 to 60 days prior to arrival date will result in forfeiture of the entire deposit.
- b. Cancellation of this contract between 30 days and arrival date will result in forfeiture of the entire deposit, plus (40) percent of the guaranteed minimum charge: **\$5,244.00**. We understand that this is necessary because of the loss of revenue incurred out of inability of Mount Hermon to arrange for a replacement conference on such short notice.

## RELATIONSHIP OF THE PARTIES

12. Mount Hermon enters into this Agreement as, and shall continue to be, an independent organization. Under no circumstances shall Mount Hermon or its employees be considered employees of the District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Mount Hermon or its employees look to the District as his/her employer, or as a partner, agent, or principal. Neither Mount Hermon nor its employees shall be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Mount Hermon shall be responsible for providing, at Mount Hermon's expense, and in Mount Hermon's name, disability, workers' compensation or other insurance to its employees, as well as licenses and permits usual or necessary for conducting the Services hereunder. Mount Hermon shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Mount Hermon's compensation hereunder, including estimated taxes, and is able to provide District with proof of said payments upon demand.
13. We further agree to comply faithfully with the policies of Mount Hermon Christian Conference Center, described below. The signer accepts responsibility for communicating said policies to all District leadership and compliance by said leadership.
14. We understand that this agreement shall be binding when the signed copy of the contract from Mount Hermon Association, Inc. is returned to the Association, bearing the signature of the authorized school representative.

## FINGERPRINTING AND CRIMINAL RECORDS CHECK

15. Mount Hermon shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of Mount Hermon and/or its employees.

## CONFIDENTIALITY

16. Mount Hermon shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Mount Hermon shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Mount Hermon shall turn over to the District all educational records related to the services provided to any District student pursuant to this Agreement. Mount Hermon will provide to the District written notice identifying any photographs taken while on the grounds and its desire to use such photography and its intended purpose, in advance of any publication. No photographs of District groups will be used or published without the express written permission of the District.

## RULES AND REGULATIONS

17. All rules, policies, and regulations of the District and all federal, state, and local laws, ordinances and regulations are to be mutually observed by Mount Hermon and the District pursuant to this Agreement.

## INDEMNIFICATION

18. Mount Hermon and District shall mutually hold harmless, defend and indemnify one another and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection Mount Hermon's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except to the extent such loss or damage which was caused by the gross negligence or willful misconduct of the District.

## INSURANCE

19. The District shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement hereunder and the results of that work by the parties, its agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Mount Hermon.

*Coverage maintained by the District shall be at least as broad as:*

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The coverage provided cannot limit and or exclude coverage for physical, mental, emotion and or sexual abuse including molestation. **EXCEPTION:** Contracts of less than \$25,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if ENH has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the District maintains higher limits than the minimums shown above, Mount Hermon requires and shall be entitled to coverage for the higher limits maintained by the District.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### **Additional Insured Status**

Mount Hermon, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the District's insurance coverage shall be primary insurance as respects the Agreement, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of Mount Hermon's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Mount Hermon.

**NOTICE**

20. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICTCONTRACTOR

Name: Mount Hermon Association, Inc.  
Attn: Gretchen Philips  
Address: PO Box 413  
Mount Hermon, California 95041  
Phone: 831-335-4466  
Fax: 831-335-7485  
Tax ID #: \_\_\_\_\_

Any notice personally given or sent by email, telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**ENTIRE AGREEMENT OF PARTIES**

21. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

**CALIFORNIA LAW**

22. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Cruz County, California.

**ATTORNEYS' FEES**

23. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

**WAIVER**

24. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

THE FOLLOWING POLICIES ARE DEEMED A PART OF THE OUTDOOR SCIENCE SCHOOL AGREEMENT. COMMUNICATION AND ENFORCEMENT OF SAME TO BE THE RESPONSIBILITY OF THE PERSON NAMED IN 1B.

**CABIN LEADER RATIO**

25. One Cabin Leader per eight students is permitted unless prior arrangements have been made. Mount Hermon Outdoor Science School reserves the right to adjust Cabin Leader to student ratio when necessary. Participating school is requested to provide the names and ages of Cabin Leaders two weeks prior to arrival to the grounds.

**REGISTRATION PROCEDURE**

26. The Registrar is required to present to the Mount Hermon Director of Outdoor Science two weeks prior to arrival a cabin assignment roster of all participants and the Mount Hermon completed registration cards to comply with the law and insurance regulations.

**FOOD SERVICE TIMES**

27. Meal times will be as follows: 8:00am, 12:00pm, and 5:30pm. Promptness to meals is essential so that food is not chilled and kitchen help is not detained unnecessarily beyond the limits of the law relative to dining room personnel. No reduction in cost is possible because of missed meals.

**CURFEW HOUR**

28. Curfew time is 10:00pm unless special arrangements are made. We ask that the rights of all property owners adjacent to our facilities be respected.

**DUE CAUTION**

29. Due caution is to be advised by the leader of group to all students in view of the hilly and forested nature of the grounds, especially on the trail system. Students should be warned of poison oak. Mount Hermon is not responsible for personal injury to guest.

**CHECK-OUT TIME**

30. Check out time for all Outdoor Science School programs is no later than 11:00am unless prior arrangements have been made. The participating school is requested to assist wherever reasonable in placing in order all facilities occupied by it. Your leaders are expected to maintain proper control at all times and to prevent damage to Mount Hermon.

## CODE OF CONDUCT

31. As a Christian Conference Center that serves many different populations, we desire for all of our guests to live in a spirit of respect towards one another. In light of that, we ask that you review the following points with your group members and ask them to abide by these guidelines during their time here at Mount Hermon:
32. Substances: Alcoholic beverages, marijuana (all forms of use), or illegal drugs are not permitted and shall not be brought to or consumed at Mount Hermon.
33. Weapons: No firearms, knives, fireworks shall be brought to or used at Mount Hermon
34. Smoking: For fire safety and health reasons smoking is strongly discouraged at Mount Hermon. If smoking is absolutely necessary for a guest, then we ask that they do so in designated areas.
35. Language: Profanity (language or behavior) that is considered to be vulgar, rude or offensive is not beneficial to others and therefore not permitted.
36. Dress: Casual yet conservative dress is encouraged to not offend other attendees. When in doubt, please err on the side of modesty.

By signing below, you as the authorized representative acknowledge that it is your responsibility to share the contents of this agreement with all relevant parties and to ensure the agreement is followed during your time at Mount Hermon.

Together we can create a positive and memorable experience for all participants.

We understand this agreement shall be binding when a copy bearing the signature of the authorized representative and the signed acceptance of the Mount Hermon Association, Inc., is received by the Association.

District Authorized Representative

By

Debbie Stein  
Principal

Authorized Signature

Debbie Stein

Mount Hermon Association Gretchen Phillips Date Accepted: April 11, 2025