

**Memorandum of Understanding
between
Santa Clara County Office of Education
and
Cambrian School District**

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Cambrian School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in classes in outdoor science education and conservation education. Pursuant to the provisions of Education Code Section 8763, SCCOE may enter into agreements with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for students of the District or private school.

2. Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

The Agency, as a participant in the outdoor science and conservation education program, shall perform the following:

- The Agency shall recruit and provide for the attendance of students in the Walden West program.
- The Agency agrees to participate with a minimum number of students as set forth in **Exhibit I** and further agrees to pay the amount as listed in Section 5. The Agency will provide SCCOE the correct account structure to be invoiced accordingly.
- The Agency shall provide at least one (1) classroom teacher for each class of thirty-six (36) or fewer students scheduled to participate in the Walden West program. The teacher is the authorized representative of the Agency at Walden West.
- The Agency is responsible for the health and safety of Agency students during the entire period that the students are participating in the program, including the time the students are in transit to or from Walden West.
- The Agency is responsible for managing the health care needs of students with diabetes, seizures, and other health-related concerns. This includes providing a parent or nurse during the periods of need while attending Walden West. The Agency shall provide all students with the same individualized support that they receive at school—on a 24-hour basis if the student will be living at the outdoor education facility around the clock. If a special education student, student with a disability, or on a 504 plan is receiving unique or one-on-one services, the Agency must provide the same services at the outdoor education facility. Examples of such individualized support include, but are not limited to, one-

on-one assistance, assisting students in wheelchairs, providing interpreters for deaf and partial-hearing students, specialized medical assistance or a recurring need for medical observation, and aiding students who need assistance showering, toileting, dressing, and eating.

- The Agency shall ensure that the school nurse, other duly qualified supervisor of health, or site administrator verifies that the students' medications are in order and that they match their Walden West Medication Forms prior to the students being transported to Walden West.
- The Agency shall provide at least one (1) cabin leader for every twenty (20) students who will fully participate in the week-long program and supervise students in the cabins during residence at Walden West. All 18 and older cabin leaders and chaperones must comply with item 3.3. The Agency will work closely with the Environmental Education Liaison/Recruiter to have parents/adults processed and ready to fill in as cabin leaders as needed. It can take up to three weeks to get processed.
- The Agency shall fill out and return the Walden West Confirmation Form confirming the number of students, teachers, chaperones, and cabin leaders who will participate at least four (4) weeks prior to the event.
- The Agency will assign students to cabins for residence based on a cabin plan sent by Walden West.
- The Agency shall provide Walden West with the following lists two (2) weeks prior to arrival: dietary restrictions list, special needs/health concerns list and night concerns list, all of which are on the School Information Google Sheet.
- The Agency shall provide Walden West with the School Information Google Sheet and cabin lists no later than the Wednesday prior to arrival.
- The Agency will provide an UltraCamp registration link to families so that they can register their students for science camp and complete any optional dietary and health-related documents in the UltraCamp Document Center no later than the Wednesday prior to arrival.
- The Agency shall provide Walden West with an accurate list of program participants names upon arrival. The list shall indicate the name(s) for the teachers(s) who will supervise the students while at Walden West, and any adult chaperones and cabin leaders. Chaperones/cabin leaders over the age of 18 must comply with item 3.3.
- The Agency shall provide transportation to and from Walden West for all students, teachers, and other personnel from the Agency participating in the Walden West program. Transportation shall be scheduled to ensure the arrival of the participants between 9:30-10:00 a.m. on the first day and departure by 11:30 a.m. on the departure date as specified.
- The Agency must provide alternate transportation if a family is unable or unwilling to transport their child home due to communicable disease, live lice, or disciplinary action. If the Agency fails to provide transportation for students whose parents are unable or unwilling pick up their child, the outdoor school shall charge the district for the round-trip mileage of the vehicle used to transport the child home, and for the overtime hourly rate of two outdoor school staff members who transport and accompany the child home.
- The Agency shall observe the regulations and responsibilities as set forth in **Attachments "A" and "B"**.
- The Agency shall have on file a signed field trip authorization from the parent or guardian of each student participating in the Walden West program. SCCOE reserves the right to request copies of the field trip forms.

3.2. The SCCOE Responsibilities:

- Provide a food service program for students, teachers, and other participants in the Walden West program. Meals and food services on days specified as follows:

Day 1: Dinner meal

Day 2: Breakfast, lunch, snack, and dinner meal

Day 3: Breakfast, lunch, snack, and dinner meal

Day 4: Breakfast, lunch, snack, and dinner meal*

Day 5: Breakfast*

*Participants of a 3- or 4-day program receive only breakfast on the last day.

- All electricity, lights, heat, and water.
- Facilities that are in good repair and in safe and habitable condition.
- Personnel and resources necessary to implement the Program.
- Communicate with participating Agency's schools regularly regarding the operation and curriculum of Walden West.
- Develop the official calendar each school year which establishes the period of service and the number of students for each School which will participate in the Walden West program.
- Provide curriculum materials for all participants of the Walden West program and tools for teachers/coordinators to prepare for camp.
- Provide first aid facilities and supplies for minor injuries or illnesses

3.3. Volunteer/Chaperone/Visitor/Employee Fingerprinting And TB Clearance:

During the entire term of the Agreement, the Agency, its employees and all subcontractors, (nurses, health aides), interns, parent/guardian chaperones, and volunteers over the age of 18, shall fully comply with the provisions of the Education Code Section 45125 and Education Code section 49406 regarding DOJ, FBI fingerprinting background checks and tuberculosis. Fingerprint clearance dates and proof that adults are negative for TB are required prior to their arrival on campus.

The Agency's subcontractors (nurses, health aides, one-on-one aides), interns, parent/guardian chaperones, and volunteers (but not its employees) must print at the SCCOE or use the SCCOE LiveScan Form if printing at a different location. SCCOE will provide the LiveScan fingerprinting background service for the Agency for a fee of \$74; schools will be billed for any adult that prints regardless of their participation or clearance status.

3.4. Visitors:

Any additional school staff, contractors, aides, nurses, parents or adults (other than scheduled classroom teachers) who plan to be on the Walden West campus must be approved in advance by the school principal and the Director of Environment Education at Walden West.

4. Duration of Agreement

This Agreement begins on September 1, 2023 and ends on June 30, 2024.

5. Articulation of Monies/Compensation

Unless otherwise agreed in writing, Agency shall pay SCCOE after completion of a school's week at the Walden West and upon receipt of invoice(s) as specified below. It is understood and agreed that payment to SCCOE for participation at Walden West shall be made for each participant. Payments are due within forty-five (45) days of the date of invoice. If Agency's funds are used, Agency shall submit a Purchase Order for participation at Walden West. Or make checks out to Walden West.

The required per-Student, Teacher, or Aide charge is:

- Three Hundred Ninety (\$390) for four (4) days

- Four Hundred Ten (\$410) for five (5) days

Payment for Agency's visitors will be included on the invoice from SCCOE to the Agency. The Director of Environmental Education at Walden West must pre-approve all visitors to the program three (3) weeks prior to visit. Charges for Agency's visitors to Walden West are as follows:

- Meals: \$10.00/each
- Lodging: \$53.00/per day

The costs as specified in this Section are one (1) week costs. A week is defined as the period beginning with dinner following the participants arrival on Day 1 and ending with breakfast on the last day of the program.

Reimbursement for Damages:

The Agency shall reimburse SCCOE for any damages resulting from the use of Walden West facilities and equipment, normal wear and tear excluded. Reimbursement shall be based upon the actual cost of materials, parts and labor required for repair or replacement. Payment shall be made upon receipt of an itemized invoice.

6. Data Sharing/Confidentiality

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- Yes, Data Sharing agreement/form attached
- No

7. Cancellation/No Shows/Refunds

- In the event the Agency must cancel participation in the Walden West program, the Agency must provide SCCOE with sixty (60) days advance notification in writing to the Director of Environmental Education at Walden West. If such proper written notification is not provided, SCCOE may charge the Agency up to Eighty Percent (80%) of the original amount to provide for irrecoverable costs.
- In the event that 10% to 20% of the number of students will not participate in the Program, the Agency shall give the Director of Environment Education at Walden West at least thirty (30) days prior written notice. Otherwise, the Agency shall be liable and will be billed for those program costs for each non-attending student if not notified as indicated above. If more than 20% of the students are absent, the Agency shall be liable and be billed for the program costs.
- No refunds will be given after a student's arrival at Walden West in cases of homesickness, dismissal for discipline or voluntary withdrawal.
- Students who leave camp for medical reasons for two (2) days or more will receive a pro-rated refund.

8. Termination

This Agreement may be terminated by SCCOE upon sixty (60) days advance written notification.

9. Other Terms

9.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

- 9.2. Amendments:** This Agreement may only be amended by a written instrument signed and acknowledged by the Parties.
- 9.3. Independent Agency:** While performing its obligations under this agreement, the Agency is an Independent Agency and not an officer, employee, or agent of SCCOE. The Agency shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCCOE. The Agency warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Agency including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.
- 9.4. Integration:** This agreement, including all attachments and exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties, and obligations with respect to the transaction discussed in the agreement and supersedes all prior agreements, understandings, and commitments, whether oral or written.
- 9.5. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 9.6. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- 9.7. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 9.8. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 9.9. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.
- 9.10. Non-Discrimination And Non-Segregation:** During the performance of this Agreement, both parties hereby agree to comply with all Federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.
- 9.11. Tobacco-Free Workplace:** When at SCCOE-owned or SCCOE--leased buildings, both parties hereby agree to comply with the Santa Clara County Office of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in SCCOE-owned or leased buildings, on SCCOE property and in SCCOE vehicles.
- 9.12. Alcohol And Drug-Free Workplace:** Both parties hereby certify under penalty of perjury under the laws of the State of California that School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Santa Clara County Office of Education's

Alcohol and Drug-Free Workplace Policy 4020.

10. Insurance/Hold Harmless

10.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office. The Agency shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect The Agency and SCCOE as their interests may appear. Certificates of Insurance will be made available to the SCCOE upon request.

The SCCOE does not provide Accident/Illness insurance for participants. Each student is responsible for providing their own coverage.

10.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

11. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

12. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document or other format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County  Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: _____

Title: Assistant Superintendent of
Educational Services

Date: _____

Address: SCCOE
1290 Ridder Park Dr.
San Jose, CA 95131

Phone: 408 573-3052

Email: mbacher@sccoe.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Cambrian School District:

By: 
Signature of Authorized Agency Official

Name: Kristi Schwiebert

Title: Superintendent

Date: June 21, 2023

Address: 4115 Jacksol Dr.
San Jose, CA 95124

Phone: 408 377-2103

Email: _____

Signature: _____

ATTACHMENT "A"

WALDEN WEST OUTDOOR SCIENCE SCHOOL

REGULATIONS "USE OF"

The aesthetic beauty and educational values of Walden West are due to its relatively undamaged natural area. Please use pathways and avoid walking on grass or plants.

All visitors to Walden West are requested to observe the following regulations in order that this facility may be enjoyed for years to come.

- **Alcohol/Drugs:** The possession or use of alcoholic beverages or illegal drugs and narcotics is prohibited.
- **Firearms/Fireworks:** The possession of firearms, knives, air guns, and fireworks is prohibited.
- **Smoking:** Smoking is not permitted on Walden West grounds at any time.
- **Plants:** The mutilation, destruction, or removal of any plant material is prohibited.
- **Animals:** The destruction or removal of any animal is prohibited.
- **Geological and Archaeological Features:** The removal of geological, paleontological (fossil), archaeological or historical features or objects is prohibited.
- **Hunting/Fishing:** Hunting and fishing are prohibited.
- **Trails:** Hikers are required to confine their hiking to trails provided for that purpose.
- **Vehicles:** The speed limit is 5 miles per hour on all facility roads. Vehicles can be operated only on designated roads and must be parked only in designated areas.
- **Dogs:** No dogs are permitted.
- **Waste Disposal:** Trash and recyclables must be put in proper containers.

ATTACHMENT B

WALDEN WEST OUTDOOR SCIENCE SCHOOL

POLICIES REGARDING CLASSROOM TEACHERS

- 1) The teacher shall accompany each class of students in attendance at Walden West Outdoor Science School. One (1) teacher for each class unit of thirty-six (36) students or fewer.
- 2) The teacher shall be subject to the following regulations during the period of time that their class attends Walden West Outdoor Science School.
- 3) The teacher shall be available for consultations involving their class except in the following situations:
- 4) Family Emergency: Teachers may be absent for short periods of time in case of unforeseen emergencies involving family members. In this event, the teacher shall notify the Director of Environment Education at Walden West of the nature of the emergency and where he/she may be reached if needed. The principal shall be notified of the teacher's absence.
- 5) Illness or Injury: In the event the teacher becomes unable through illness or injury to continue to participate in the program, the Agency shall provide a certificated teacher as a substitute.
- 6) Professional Responsibilities:
 - i) If a teacher is to be absent for professional responsibilities at any time, the principal of their school shall notify the Director of Environment Education at Walden West of this in writing, indicating the nature of the absence and the person who will substitute in that teacher's absence.
 - ii) The teacher shall actively participate in the Walden West educational program to the best of their abilities.
 - iii) The teacher shall assume responsibility for students from their class. This includes but is not limited to the following: instruction, discipline and the health and welfare of the students.
 - iv) The teacher shall participate as a working team member with the Walden West staff during all class periods and field trips.
 - v) The teacher shall confer with the outdoor school staff to seek solutions to problems encountered by students in their class.
 - vi) The teacher shall prepare adequately for and teaching/facilitating during those periods when they are solely responsible for class/school meetings at the outdoor school.
 - vii) Family members of the classroom teacher are not permitted to accompany nor visit them at Walden West.

The Director of Environment Education at Walden West shall inform the school in writing regarding any deviations from these policies by classroom teachers.

EXHIBIT I

WALDEN WEST OUTDOOR SCIENCE SCHOOL

ATTENDING

SCHOOL NAME(S)	WEEK OF (DATES)	# of DAYS PROGRAM	# of STUDENTS
Farnham	September 5-8, 2023	4	65
Fammatre	November 6-9, 2023	4	74
Sartorette	March 5-8, 2024	4	50