



Anne E. Campbell • County Superintendent of Schools

AGREEMENT

This Agreement, made and entered into by and between the San Mateo County Superintendent of Schools, hereinafter referred to as the “Superintendent” and the San Carlos Elementary School District, hereinafter referred to as the “District;”

WITNESSETH

WHEREAS, Sections 8763 of the Education Code authorizes the County Superintendent to enter into an Agreement with the governing board of any School District to provide programs and classes in outdoor science, conservation, and environmental education for students; and

WHEREAS, the District desires to have the Superintendent provide a program in outdoor science, conservation, and environmental education for the District at Camp Jones Gulch near La Honda, California;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Responsibilities of the District

THE DISTRICT SHALL:

- A. During May 2016 designate a person to act as the District’s liaison to the Superintendent’s Outdoor Education program.
- B. By April 22, 2016 provide the Superintendent with a copy of the District’s calendar and a “Participation Planning Form” (Attachment A) containing an estimate of the number of students who will participate during 2016-2017.
- C. Cooperate with the Superintendent’s staff in following the procedures for planning and implementing the program as delineated in the Coordinator’s Guide (Attachment B).
- D. Provide transportation for the District’s students and staff to and from the Outdoor Education site.
- E. Ensure the presence of one teacher per 30 students during the District’s attendance at Outdoor Education.
- F. Provide adequate insurance coverage for District employees, agents, and students, at and while traveling to and from, the Outdoor Education site.

- G. Upon receipt of Superintendent's invoice, make payment for the projected number of students minus 5% or the actual number attending; whichever is greater. **No students in excess of the projected number will be permitted to attend unless the site/program capacity can accommodate them. Site capacity for elementary students is 200.**
- H. Recruit high school students as cabin leaders at a ratio of one to ten with the assistance of the Superintendent's Outdoor Education Director.

II. Responsibilities of the Superintendent

THE COUNTY SUPERINTENDENT SHALL:

- A. Provide an educational program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the State Department of Education requirements.
- B. Appoint a representative Advisory Committee, which shall assist in formulating the program in outdoor science, conservation, and environmental education.
- C. Provide such coordination services as the Superintendent may deem necessary to ensure an adequate program including, but not limited to, developing a master schedule, negotiating for facilities, employing a naturalist staff, disseminating materials, and coordinating registration and billing.
- D. Provide the necessary insurance coverage to protect her own employees and agents.
- E. Provide first aid supplies for District students and personnel during their attendance at the Outdoor Education program.
- F. Provide food services for students and staff starting with the first evening meal.

III. Fees

IN CONSIDERATION for the services performed, the District agrees to pay the Superintendent a per student fee not to exceed three hundred and five dollars (\$305.00), based on either 95% of the estimated number of students projected in April 2016 or the actual number of students in attendance, whichever is greater, plus one hundred and seventy five dollars (\$175.00) for each teacher in attendance from the District. Transportation and stipends for teachers and substitute teachers are not included in these fees and are the responsibility of the school or District.

The District further agrees to pay the amount due within 30 days of invoice by the Superintendent.

IV. Term of Agreement

The term of this Agreement shall be from July 1, 2016 through June 30, 2017 and may be reviewed and renewed for additional periods of one (1) year each by mutual consent.

V. Hold Harmless and Indemnification

The District agrees to indemnify and defend the Superintendent and her employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of the District and/or its employees/officers/agents in the performance of this Agreement.

The Superintendent agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of the Superintendent and/or her employees/officers/agents in the performance of this Agreement.

It is agreed that the Superintendent shall defend, hold harmless, and indemnify the District, its officers, agents and/or employees for any and all claims for injuries to persons and/or damage to property which arises out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Superintendent, her officers, agents, and/or employees.

In the event of the concurrent negligence, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned according to California's theory of comparative negligence. The duty to indemnify shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

VI. Independent Contractor

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the District and the Superintendent, but it is an Agreement between independent contractors, those being the District and the Superintendent.

VII. Assignability

This Agreement may not be assigned by either party except on written consent of the other.

VIII. Alterations of Agreement

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated, and provisions may be altered, changed, or amended by mutual written agreement of the parties.

The laws of the State of California shall govern the validity, construction, and effect of this Agreement. The parties agree that during the course of this Agreement, informal procedures and means will be adopted for informing, advising, clarifying, and resolving any disputes, differences, or topics of mutual concern, as well as changes required in policies and procedures. Any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

This Agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with regard to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year set forth herein below.

 AECampbell Date: 3/31/16
ANNE E. CAMPBELL
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

 CB Date: 4-11-16
DISTRICT SUPERINTENDENT