

CLOVIS UNIFIED SCHOOL DISTRICT
SIERRA OUTDOOR SCHOOL
 15700 Old Oak Ranch Road, Sonora, California 95370
 Sonnaswiderski@cusd.com

0000012

SIERRA OUTDOOR SCHOOL AGREEMENT

School Year: 2024-25

COVER

This Sierra Outdoor School Agreement ("Agreement") is entered into by and between Clovis Unified School District ("CUSD") and the Participant Agency listed below, separately referred to as a "Party" and collectively as the "Parties".

Participant Agency shall complete all information required below and submit by email as stated above:

Participant Agency: Bud Rank Elementary
 Teacher/Contact: Name Jessica Sanchez Email jessicasanchez@cusd.c Phone No. 5593274900
 Business/Billing Address: Street Address 3650 Powers Ave
 City Clovis State CA Zip Code 93619
 Billing Email jessicasanchez@cusd.c

A. Name of Participating School	B. Grade Level	C. Dates of Attendance at SOS
<u>Bud Rank</u>	<u>6th</u>	<u>Nov 13-15</u>
D. Projected Number of Participants, which include the following (separately a "Participant" and collectively "Participants"):		
Students: <u>115</u>	Chaperones (1:10 Ratio): <u>20</u>	Teachers/Administrators: <u>5</u>

E. Fees: Participant Agency shall pay CUSD a per participant fee as set below.	
"Participant Fee": <u>\$265</u> per Participant	Governing Board Approval Date
"Total Participant Fee" (D X Participant Fee): <u>\$7,100.00</u>	<u>05/22/2024</u>

This Agreement consists of and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: (1) this Cover; (2) the Standard Provisions, and (3) documents ("Required Submittals") that Participant Agency is required to provide to CUSD under this Agreement.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Participant Agency and District have reviewed and understand and hereby enter into this Agreement. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

PARTICIPANT AGENCY

By: Ryan D. Gettman
 Print Name: Ryan D. Gettman
 Title: Principal
 Date Signed: 04/09/2024

CUSD

By: Susan Rutledge
 Susan Rutledge, Assistant Supt. Business Services
 Date Signed: 04/09/2024

By: _____
 Title: _____
 Date Signed: _____

By: Rees Warne
 Rees Warne, Director Sierra Outdoor School
 Date Signed: 04/09/2024

Due to CUSD's waiting list, Participant Agency must return a signed copy of this Agreement before the date listed; failure to do so before this date may result in a forfeiture of the time slot: DATE May 17, 2024

PARTICIPANT AGENCY USE ONLY:	FOR CUSD USE ONLY:	
Notes:	Notes:	Receipt Stamp:

STANDARD PROVISIONS

SECTION 1. RECITALS. CUSD operates an outdoor education facility known as the Sierra Outdoor School (“SOS”), which is located at 15700 Old Oak Ranch Road, Sonora, California 95370. The SOS has available lodging and teaching facilities for students to learn about nature and the environment. CUSD desires to make available and Participant Agency desires to have its students or members use the SOS’ lodging and teaching facilities for teaching them about nature and the environment and other educational purposes. It is mutually beneficial for CUSD and Participant Agency to have the arrangement as set forth in this Agreement.

SECTION 2. TERM AND TERMINATION OF AGREEMENT.

- 2.1 **TERM AND TERMINATION.** This Agreement is effective on the later date on which the Parties have signed this Agreement and shall continue until the Participant Agency’s departure from the SOS or until a Party terminates this Agreement, whichever is earlier. A Party may terminate this Agreement upon written notice to the other Party. If the Participating Agency terminates this Agreement and/or cancels its participation at the SOS, a fee shall be assessed against the Participant Agency as set forth in Section 2.2 below.
- 2.2 **TERMINATION FEE. AN ADMINISTRATIVE FEE, AS SET FORTH BELOW, SHALL BE CHARGED TO AND PAID BY PARTICIPANT AGENCY FOR TERMINATING THIS AGREEMENT AND/OR CANCELING ITS PARTICIPATION AT THE SOS UNDER THIS AGREEMENT. TERMINATION RATES ARE BASED ON THE NUMBER OF CALENDAR DAYS BETWEEN THE DATE SOS RECEIVES NOTICE OF THE TERMINATION OR CANCELLATION FROM THE PARTICIPATING AGENCY AND THE FIRST DATE OF ATTENDANCE AT SOS STATED ON THE COVER.**

TERMINATION	RATE (Cost Based on Projected Number of Participants)
360-121 days	\$1,000.00
120-91 days	50% of projected cost based on projected number of Participants
90-61 days	65% of projected cost based on projected number of Participants
60-31 days	80% of projected cost based on projected number of Participants
30 days or less	100% of projected cost based on projected number of Participants

SECTION 3. PROJECTED AND ACTUAL PARTICIPANT NUMBEERS.

- 3.1 **NUMBER PARTICIPANTS.** Participant Agency shall provide the projected number of Participants on the Cover. By no later than 30 days before the first date of attendance at SOS listed on the Cover, the Participant Agency shall notify CUSD of the actual number of Participants who will be attending the SOS, including a computer-generated list of the Participants. IF THE NUMBER OF ACTUAL PARTICIPANTS FALL TO OR BELOW 95% OF THE PROJECTED PARTICIPANTS LISTED ON THE COVER, BILLING AND PAYMENT WILL BE AS SET FORTH IN SECTION 6 BELOW.
- 3.2 **REQUEST TO INCREASE PARTICIPANTS.** Any request to increase the number of Participants shall be submitted to SOS, in writing, at least 30 days prior to the first date of attendance at SOS listed on the Cover and SOS may grant the request based on space availability. Due to space availability, CUSD/SOS reserves the right to limit the number of adult Participants in excess of the 1:10 ratio set forth on the Cover.
- 3.3 **CUSD RIGHT TO EXCLUDE.** CUSD shall have the sole discretion to prohibit or exclude any person from the SOS for health or safety reasons, including but not limited to communicable or contagious diseases, disciplinary problems, or other acts or conditions which in CUSD’s determination threatens the health or safety of other persons attending the SOS.

SECTION 4. FEE AND PAYMENT. Participant Agency shall pay CUSD: (1) a Participant Fee based on the actual number of Participants who attend the SOS; or (2) if the actual number of Participants is less than the projected number of Participants stated on the Cover, 95% of Total Participant Fee stated on the Cover. Participant Agency pay CUSD within 30 days of the Participant Agency’s receipt of the billing from CUSD.

SECTION 5. PARTICIPANT AGENCY OBLIGATIONS.

- 5.1 **CARE AND SUPERVISION OF STUDENTS/CHAPERONES.** Participant Agency shall be responsible for the following:
 - 5.1.1 Provide one teacher/supervisor per class during the period that its Participants attend the SOS.
 - 5.1.2 Provide adult chaperones during the period that its Participants attend the SOS at a minimum ratio of one adult to ten students (1:10) in addition to the classroom teacher, group leader, or supervisor.
 - 5.1.3 Cooperate with SOS’s staff in availing the Participant Agency’s teachers, supervisors and adult chaperones of the necessary pre-attendance planning or post-attendance follow-up to ensure that the objectives of the program are carried out.
 - 5.1.4 Ensure that all Participant Agency employees, chaperones, and volunteers who will be at SOS comply with fingerprinting and criminal background checks as required by applicable laws, including but not limited to Education Code sections 45125 et seq.
 - 5.1.5 Ensure that all of its Participants are equipped with suitable clothing and bedding while attending SOS.
 - 5.1.6 Ensure that all student Participants attending the SOS has received all immunizations required by the California Health and Safety Code, including but not limited to those set forth in Section 120325 et seq., and that Participants have no disease or health condition which is contagious or communicable to other persons.
 - 5.1.7 Provide special education, related services, supplementary aids and services, accommodations, and/or modifications required by the Individuals with Disabilities Education Act (“IDEA”) and its implementing regulations and related California law and regulations and/or Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as specified in the individualized education program (“IEP”) or Section 504 Plan or Medical Care Plans of its participants.
- 5.2 **TRANSPORTATION.** Participant Agency shall be responsible for the following:
 - 5.2.1 Provide transportation for its Participants to and from the SOS, and to and from classes and activities while at the SOS in accordance with a schedule to be formulated by the Director of the SOS or designee and the Participant Agency. Participant Agency shall

- 5.2.2 Provide one vehicle (i.e., automobile or van) that could be used if any of its Participants should leave unexpectedly or need to be transported for medical care.
- 5.2.3 Provide transportation as required by a Participant's IEP or Section 504 Plan or Medical Care Plan to and from the SOS and to and from scheduled SOS classes and activities.
- 5.2.4 Any requested transportation for SOS/CUSD will be based on availability and an additional fee will be assessed based on mileage or a flat fee by location.

IF PARTICIPANT AGENCY'S TRANSPORTATION CARRIER DOES NOT TRANSPORT PARTICIPANT AGENCY'S PARTICIPANTS TO THE SOS AND SOS AGREES TO PROVIDE TRANSPORTATION, AN ADDITIONAL BUS FEE WILL BE ASSESSED. BUS FEES ARE SUBJECT TO CHANGE BASED ON DURATION AND MILEAGE.

SECTION 6. CUSD'S OBLIGATIONS. CUSD shall have the following obligations:

- 6.1 Provide an instructional packet for the Participant Agency prior to arrival at the SOS. This packet will include instructions, a map, clothing, and equipment lists. This packet information is available online at <https://sos.cusd.com/>.
- 6.2 Provide basic first aid supplies for Participants and other personnel of the Participant Agency during the period they are attending the SOS.
- 6.3 Where requested by the Participant Agency, provide a program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the California State Department of Education.
- 6.4 Where requested by the Participant Agency, provide food and food services for Participants during their stay at the SOS (Monday through Sunday). **Participants will need to bring a sack lunch on the first date of attendance at SOS.**

SECTION 7. INSURANCE. Participant Agency shall procure and maintain, at its own expense during the term of this Agreement, self-insurance or insurance that complies with the following and, if insurance is procured, Participant Agency's insurance shall be placed insurers with an A.M. Best's rating of no less than A:VII:

7.1 Required Insurance.

7.1.1 Commercial General Liability ("CGL"): Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the Group/School/District maintains broader coverage and/or higher limits than the minimums shown above, CUSD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Group/School/District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CUSD. CUSD and its governing board and members thereof, officers, employees, volunteers, students, and agents ("CUSD Entities") are to be covered as additional insureds on the CGL policy with respect to liability arising out of this Agreement and Participant Agency's use of the SOS. General liability coverage can be provided in the form of an endorsement to this insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.1.2 Sexual Abuse and Molestation Insurance: Sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. This coverage may be provided as an endorsement to the CGL or under a separate policy and must be written on an "occurrence" and not on a claims-made or claims- made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The CUSD Entities must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Participant Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.1.3 Commercial Automobile Liability Insurance: Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.1.4 Workers' Compensation statutory limit and Employer's Liability: Workers' Compensation coverage 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.

7.2 Primary Coverage/Waiver of Subrogation: For any claims relating to this Agreement, Participant Agency's insurance coverage shall be primary insurance as respects the CUSD Entities. Any insurance or self-insurance maintained by CUSD shall be excess of Participant Agency's insurance and shall not contribute with it. All required policies, except the workers' compensation and employer's liability insurance, shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against all CUSD Entities for any claims arising out of this Agreement and Participant Agency's activities at the SOS.

7.3 Deductible/Self-Insured Retention: Participant Agency shall disclose any deductible or self-insured retention for any of the required insurance. CUSD reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Participant Agency obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Participant Agency provide other assurances satisfactory to CUSD.

7.4 Verification of Coverage/Notice: Participant Agency shall provide to CUSD: (A) before Participant Agency's first date of attendance at SOS and from time to time as CUSD may request, written proof satisfactory to CUSD of the existence of the required insurance, including a certificate of insurance and any required endorsement; (B) upon CUSD's request, a copy of the insurance policy and/or other evidence of insurance satisfactory to CUSD; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Participant Agency's insurance coverage such that the insurance does not comply with the requirements stated above, or (3) any required insurance's policy limits have been reduced below those required above.

7.5 Special Risks or Circumstances: Depending upon the nature of the risk, prior events, insurance coverage, or other special circumstances, CUSD, upon written notice to Participant Agency reserves the right to modify these insurance requirements, and may, in its sole discretion, agree to accept coverages different than those which are required herein.

SECTION 8. MUTUAL INDEMNITY.

- 8.1 Participant Agency Indemnification of CUSD Entities. Except for the sole negligence or willful misconduct of the CUSD Entities, Participant Agency shall defend, indemnify, and hold the CUSD Entities free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively "Loss"), to the extent arising out of: 1) Participant Agency's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the use and/or occupancy of the SOS, including, but not limited to, transportation, lodging, meal facilities, teaching facilities, education and outdoor activities, by the Participant Agency and its officials, trustees, officers, agents, employees, volunteers, students, and representatives ("Participant Agency Entities"). Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Participant Agency from liability under this indemnification and hold harmless clause. The requirements of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- 8.2 CUSD Indemnification of Participant Agency Entities. CUSD shall defend, indemnify, and hold the Participant Agency Entities free and harmless from any and all Loss to the extent arising out of 1) CUSD's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the sole negligence or willful misconduct of the CUSD Entities as a result of conditions created by this Agreement.
- 8.3 Scope of Defense Obligation. The indemnifications granted hereunder include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense, and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.
- 8.4 Refusal to Defend/Indemnify. Either Party, upon receipt of tender from any indemnitee hereunder ("Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder ("Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the Loss, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a Loss is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said Loss, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said Loss; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnitee in defending the Loss.
- 8.5 Survival. The Parties' obligations under this section shall survive the termination or expiration of this Agreement.

SECTION 9. GENERAL PROVISIONS.

- 9.1 ENTIRE AGREEMENT, INTERPRETATION, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. Any other oral understandings or prior understandings shall have no force or effect. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.
- 9.2 ASSIGNMENT. Without the District's prior written consent, Participant Agency shall not assign or transfer to any other person or entity any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger.
- 9.3 NOTICES. Except as specifically stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover of this Agreement, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, if to District, a copy of any notice and demand by email to: General Counsel at legal@cusd.com. A Party may change its contact person and/or contact information stated on page 1 by notifying in writing the other Party of the change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

BASE COST OF TRIP:			
ADDITIONAL COSTS (if applicable)			
BUSING:	COST	HOW MANY?	TOTAL COST
Busing from/to Columbia State Park to SOS (Cost is per Bus)	\$ 400.00		
Luggage Transport Rate for luggage (Cost is per Bus)	\$ 250.00		
Busing from/to locations other than Columbia State Park			
Mileage	\$ 4.50		
Per Hour Driver Fee	\$ 55.00		
Per Hour Driver Overtime Fee	\$ 82.50		
CLASSES:			
Who Goes There? Owl Pellets (Cost is per student)	\$ 2.00		
School House at Columbia State Park (Cost is per timeslot, 45 participants max)	\$ 15.00		
Calaveras Big Trees Entrance Fee (Flat fee)	\$ 10.00		
Late Arrivals			
Early Departures			
Health Aide (for tracking only, no charge)			
TOTAL TRIP COST			



Sierra Outdoor School at Five Mile Creek

Clovis Unified School District

Dear Friends of Sierra Outdoor School,

The 2023-24 school year is record breaking with SOS operating at near capacity in our Science, Gold Rush History, and Adventure programming. The educational experience your students will have enhances the curriculum taught at school and provides memories that will last a lifetime. It was great to hear thousands of student's voices and laughter in and around our forest all year long.

Sierra Outdoor School's commitment to guests continues to be safety and a facility that is welcoming and inviting along with a solid instructional program. Sierra Outdoor School has prided itself in having extra clean and sanitized facilities throughout campus. Based on all the reviews received so far this year, we can confidently say that we are living up to the expectation.

Due to the rise in the Consumer Price Index, and increase in wages, and employer contributions into CA Public Employees' Retirement System, it has become mandatory to raise our rates for the 2024-25 school year. Sierra Outdoor School is a self-funded program and must match revenue with expenditures. The 2024-25 pricing will be as follows:

Overnight:	\$189
3 Day Program:	\$265
4 Day Program:	\$324
5 Day Program:	\$380

This year contracts will be sent to your school's contact via InformedK12.com to allow contracts and billing to be more simplified. Please have your contract signed by May 24th to fully book your program for next year. The InformedK12.com Form should be sent to whomever is assigned at your school site to sign contracts. It is important to list your best estimate of how many participants your school expects next year.

Please let us know as soon as possible if you choose not to spend next year at Sierra Outdoor School so that we can offer your vacated dates to other schools that are on our waiting list.

We are looking forward to seeing your school next year and believe we offer the best value for your educational dollar!

Respectfully,

Rees Warne, Director
Sierra Outdoor School

Corrine Folmer, Ed. D.
Superintendent
1450 Herndon Ave
Clovis, CA 96611

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