



# Santa Barbara School Districts

Date: April 21, 2009

To: Dr. J. Brian Sarvis, Superintendent

From: Robin Sawaske, Associate Superintendent

Subject: Approval of Contract between Los Padres Council, Learning for Life, and Santa Barbara Elementary School District for 2009 – 2010 School Year.

Consent Agenda:  X

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### Background

Each year the board of education approves the agreement between Los Padres Council, Learning for Life, and the Santa Barbara Elementary School District. This program is based on outdoor science and conservation education. A change in enrollment numbers by each of the schools can be made up until September 2009.

### Plan

Students at each of the schools listed in the attached agreement will have an opportunity to attend the Outdoor School at Rancho Alegre, located at 2680 HWY 154.

### Fiscal Impact

Funding is provided by each school primarily through fundraising at the school and involves no general fund money or categorical funding at the district level.

### Recommendation

The board of education approves the contract between Los Padres Council, Learning for Life, and Santa Barbara Elementary School District for the 2009-10 school year.

<b>Attachment(s)?</b>	<input checked="" type="checkbox"/>	<b>Yes (if so, please attach)</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Powerpoint</b>	<input type="checkbox"/>	<b>Ovrhead</b>	<input type="checkbox"/>	<b>Consultant</b>
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## The Outdoor School

teaching respect, inspiring wonder

2680 Highway 154  
Santa Barbara, CA 93105  
Phone (805) 686-5167  
Fax (805) 686-5175  
[info@theoutdoorschool.org](mailto:info@theoutdoorschool.org)

March 31, 2009

Santa Barbara Elementary School District  
720 Santa Barbara St.  
Santa Barbara, Ca 93101

Dear School Superintendent,

Enclosed you will find a corrected contract between Santa Barbara Elementary School District & the Los Padres Council, Learning for Life. The contract lists all the schools in your district that will attend The Outdoor School for the 2009-10 school year. It also lists the dates of attendance as well as the numbers of students planning to attend. We realize that this number may fluctuate due to the nature of changing enrollment. Thus, the schools have until September 30, 2008 to change the number of contracted students attending.

After reviewing the contract, paying particular attention to some changes in item 10, please make a copy of this contract and sign and return this copy to our office by May 30, 2009 in order to guarantee dates. Keep the contract signed by Ron Walsh (Program Director) for your records. I have mailed a confirmation letter and courtesy contract to each school for their records.

We look forward to another great adventure outdoors with your students! If you have any questions, don't hesitate to call me at (805) 686-5167.

Thank you for supporting The Outdoor School!

Eric "Little Bear" Carpenter  
Education Director  
The Outdoor School

This AGREEMENT, made and entered into this date by the Program Director, LOS PADRES COUNCIL, LEARNING FOR LIFE (hereinafter referred to as COUNCIL) and Santa Barbara Elementary, a school district in the State of California, (hereinafter referred to as DISTRICT), under which COUNCIL and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree with respect to the following:

- 1. Guaranteed Minimum Attendance.** DISTRICT will enroll a guaranteed minimum number of pupils at the Outdoor School during the 2009-10 school year as follows:

Name of School	Scheduled Minimum Number of Pupils	Scheduled Session of Attendance
Peabody Charter School	120	October 20-23 <sup>rd</sup> , 2009
Santa Barbara Community Academy	45	October 27-30 <sup>th</sup> , 2009
Monroe Elementary School	75	October 27-30 <sup>th</sup> , 2009
McKinley Elementary School	60	November 2-5 <sup>th</sup> , 2010
Harding Elementary School	50	December 15-18 <sup>th</sup> , 2009
Cleveland Elementary School	60	February 9-12 <sup>th</sup> , 2010
Roosevelt Elementary School	90	February 9-12 <sup>th</sup> , 2010
Cesar Chavez Charter School	35	May 11-14 <sup>th</sup> , 2010
Franklin Elementary School	90	May 11-14 <sup>th</sup> , 2010
Adams Elementary School	65	May 17 <sup>th</sup> -20 <sup>th</sup> , 2010
Washington Elementary School	85	May 17-20 <sup>th</sup> , 2010

- 2. Guaranteed Attendance.** Guarantees the larger of the following number of pupils:
- 2.1. the number of pupils actually attending the Outdoor School, or
  - 2.2. ninety percent (90%) of the scheduled minimum number of pupils per scheduled session.
  - 2.3. Changes in District's registered students require written notification to the COUNCIL no later than September 30, 2009.
  - 2.4. COUNCIL reserves the right to lower the minimum number of pupils reported by the DISTRICT.
- 3. Overbooking.** Attendance above the scheduled minimum number of pupils must have Outdoor School approval in writing. Unapproved overbooking is not permitted.
- 4. Withdrawal.** After this contract is signed by both DISTRICT and COUNCIL a DISTRICT/School may withdraw from the Outdoor School providing that a replacement DISTRICT/School can be substituted with an enrollment no less than ninety percent (90%) of the Scheduled Minimum Number of Pupils of the DISTRICT/School wishing to withdraw. Should the provisions of this section not be adhered to, COUNCIL may bill DISTRICT and DISTRICT agrees to pay COUNCIL on the basis of the scheduled minimum number of pupils.
- 5. Cancellation.** COUNCIL reserves the right to change or cancel DISTRICT's scheduled session of attendance under conditions which would make the operation of the Outdoor School imprudent or unsafe, such as, but not limited to, threat of fire, flood, storm or other natural or manmade disturbances. In such event, COUNCIL will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.
- 6. Costs-Pupils.** For each scheduled session of attendance, DISTRICT will pay COUNCIL \$258.00 per pupil for a four-day week. The per pupil payment includes rental of the Los Padres Council Facility, for purposes of conducting the DISTRICT program and classes, food and lodging for pupils, and the services of the naturalists and program supplies.
- 7. Costs-District Personnel.** DISTRICT will be charged \$129.00 per person for district personnel, based on a four-day week.
- 8. Booking Fee.** It is understood and agreed to by both parties there is a booking fee required in the amount of \$1,500.00 per session of attendance for schools with 31 or more students or \$1,000.00 for schools with 30 or less students. This fee confirms the scheduled session of attendance at the Outdoor School. The booking fee is nonrefundable but will be included as payment towards the final invoice.
- 9. Discount.** A discount is available to those schools that pay 20% of total fees by September 30, 2009. The discounted amount is \$10.00 per pupil for a four-day week.
- 10. Payment** of 90% of the total cost accrued under this AGREEMENT will be made by the DISTRICT to the Outdoor School, 2680 Hwy 154, Santa Barbara, CA 93105, 30-days prior to the scheduled session of attendance at the Outdoor School. DISTRICT will receive a correction invoice upon departure, net due in 21 days.
- 11. Late charge of two percent (2%) per month** on the invoiced unpaid balance will be charged to the DISTRICT beginning on the first day after the payment deadline.
- 12. Insurance** coverage shall be as follows:
- 12.1. DISTRICT shall hold harmless, defend and indemnify the National Council, and the Los Padres Council, Boy Scouts of America, and their officers, agents, and employees from any and all claims for damage resulting from acts or omissions of DISTRICT, its officers, agents, employees and pupils with respect to the Outdoor School.
  - 12.2. DISTRICT agrees to carry a comprehensive general liability insurance policy in the amount of not less than one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence, and property damage in the amount of not less than two hundred thousand dollars (\$200,000.00) in the form acceptable to the COUNCIL.
  - 12.3. DISTRICT agrees to secure a specific endorsement on its liability policy stating: "Such insurance as is afforded by this policy for the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be primary, and any insurance carried by the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be in excess and noncontributory." It is further agreed that DISTRICT shall provide COUNCIL with a certificate of insurance naming the National Council, and the Los Padres Council, Boy Scouts of America

and their officers, agents, and employees as additional insured under its comprehensive general liability policy and provide a thirty (30) day cancellation or reduction of coverage clause.

12.4. Such insurance as is afforded by the parent's health and/or accident policy for the pupil(s) shall be primary, and any insurance carried by the DISTRICT or the National Council, the Los Padres Council, Boy Scouts of America or the DISTRICT shall be secondary.

13. DISTRICT will provide certificated personnel (one per class) who will assist in instruction and supervision at the Outdoor School. Minimum certificated personnel to student ratio allowed is 1:35.

13.1. At least one certificated person from DISTRICT must remain at the Outdoor School facility at all times during the period of attendance to assure administrative control.

13.2. DISTRICT shall maintain administrative control of its pupils from time of departure from the home school until time of return to the home school.

14. Supervision. DISTRICT will provide cabin leaders/chaperones in such numbers as are necessary to meet the Outdoor School requirements. DISTRICT should select these cabin leaders/chaperones according to DISTRICT policy. DISTRICT is responsible for supervision and discipline of cabin leaders/chaperones. COUNCIL will pay costs of food and lodging for cabin leaders/chaperones (up to 10 cabin leaders/chaperones) at the Outdoor School. Additional cabin leader/chaperone will be charged at the district personnel rate.

15. Damages. DISTRICT will be responsible for any and all damages to Rancho Alegre/Outdoor School property, which may reasonably be attributed to the actions of the attending DISTRICT.

16. Rules and Regulations. DISTRICT will abide by the rules and regulations of established by COUNCIL for the operation of the Outdoor School.

17. Naturalist Services. The services provided by the naturalist in implementing the DISTRICT's program and classes in outdoor science and conservation education shall be under the exclusive control and management of the DISTRICT and shall comply with all guidelines established by the Superintendent of Public Instruction relating to outdoor educational programs.

17.1. The naturalist shall be supervised by a certificated employee of the DISTRICT.

17.2. The naturalist is subject to the provisions of the Education Code sections 45125 (use of personal identification cards to ascertain conviction of crimes) and 49406 (examination for tuberculosis).

17.3. No person who has been convicted of any sexual offense defined in Education Code 44010, or any controlled substance offense defined in Education Code 44011, shall be permitted to render service as a naturalist.

18. COUNCIL will provide a curriculum that follows the standard California framework. The COUNCIL's curriculum may not be altered once the contract is signed.

This contract is null and void if not signed and returned within 60 days, beginning July 1, 2009. Terms of this AGREEMENT may only be modified at any time, in writing, by mutual agreement of both parties.

This agreement shall be in effect July 1, 2009-June 30, 2010.

After reviewing, please make a copy of this contract and sign and return it by May 30, 2009 to:

THE OUTDOOR SCHOOL
2680 HWY. 154
SANTA BARBARA, CA 93105

APPROVED FOR THE GOVERNING BOARD OF THE DISTRICT

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED FOR THE LOS PADRES OUTSCHOOL SCHOOL LEARNING FOR LIFE OWNER AND OPERATOR, THE OUTDOOR SCHOOL

Ron Walsh
Ron Walsh
Program Director

DATE 9/13/09

DISTRICT ADDRESS/PHONE:
Santa Barbara Elementary
720 Santa Barbara St.
Santa Barbara, CA 93101
(805) 963-4331