

**BOARD TRANSMITTAL FORM  
DENAIR UNIFIED SCHOOL DISTRICT**

**58**

**BOARD MEETING DATE:** December 11, 2014

**EXHIBIT NO.**

**TO:** Board of Education  
**PREPARED BY:** Aaron Delworth, Director of Secondary Education  
**PRESENTED BY:** Aaron Delworth, Director of Secondary Education

**AGENDA TITLE:** APPROVE AGREEMENT WITH FOOTHILL HORIZONS FOR  
OUTDOOR EDUCATION PROGRAM 2014-2015

**AGENDA SECTION:**

- |  |  |
|--|--|
| <input type="checkbox"/> Closed Session              | <input type="checkbox"/> Discussion                        |
| <input type="checkbox"/> Study Session               | <input type="checkbox"/> Discussion/Public Comment/Action* |
| <input type="checkbox"/> Public Comment              | <input type="checkbox"/> Bids/Public Comment /Action*      |
| <input type="checkbox"/> Scheduled Communication     | <input checked="" type="checkbox"/> Consent Action*        |
| <input type="checkbox"/> Superintendent/Board Report | <input type="checkbox"/> Administrative Panel              |
| <input type="checkbox"/> Staff Report                | Recommendations*   |
| <input type="checkbox"/> Minutes*                    | <input type="checkbox"/> Roll Call                         |
| <input type="checkbox"/> Public Hearing              |  |

*\*Scheduled for Action*

**PROGRAM DESCRIPTION / DETAILS:**

This annual agreement is entered into by Denair Unified School District and Stanislaus County Office of Education to provide an outdoor education program supported by naturalists to assist certificated teachers with the instructional program at Neal E. Wade Outdoor Education Center. Sixth grade students will be attending April 13-17, 2015.

**RECOMMENDED ACTION:**

Aaron Delworth, Director of Secondary Education, DMS staff, Secondary Leadership Team, and Robert Mann, PSE President recommend approval.

**FINANCIAL IMPACT:**

Approximately 81 students may attend with an estimated cost of \$284 per pupil. Paid for by parents and through site fundraising. Students that can not afford any remaining cost after fundraising may apply for a scholarship. Scholarships paid for by site/district funds, grants, donations, and/or PSE (Parents Supporting Education).

**AGREEMENT  
FOR  
FOOTHILL HORIZONS OUTDOOR EDUCATION  
PROGRAM  
2014-15**

This agreement is entered into this twenty-eighth day of October 2014, by and between the Stanislaus County Office of Education of Stanislaus County, California, hereinafter referred to as "SCOE" and the Denair Unified School District in Stanislaus County, California, acting through its Governing Board or Board of Education, hereinafter referred to as "DISTRICT."

**WITNESSETH:**

**Section A:**

1. The governing board of the DISTRICT and the SCOE hereby agree to permit pupils of the third grade or any higher grade, while attending said DISTRICT, to attend Foothill Horizons Outdoor School conducted by the SCOE at the Neal E. Wade Outdoor Education Center.
2. All the powers and duties authorized for governing boards of school districts by *Education Code Sections 8760-8763* are powers and duties of the SCOE, whenever, pursuant to this section, SCOE provides programs and classes in outdoor education (public school districts only).

**Section B:**

1. The SCOE shall make the following available to the DISTRICT:
  - (a) Facilities and grounds of the Neal E. Wade Outdoor Education Center
  - (b) Room and board
  - (c) Transportation to and from the Outdoor Education Center
  - (d) Naturalists to assist certificated teachers with the instructional program

**Section C:**

1. The DISTRICT shall receive the State apportionment based on average daily attendance (ADA).
2. The DISTRICT shall pay all salaries due teachers regularly employed by the DISTRICT who may be assigned to duties in connection with the Foothill Horizons Outdoor School.
3. The DISTRICT shall pay all costs of transportation from the DISTRICT to the Neal E. Wade Outdoor Education Center.
4. The DISTRICT agrees to the following:
  - (a) One certificated teacher shall be provided for each group of approximately 30 students sent to the program. (Deviation from this number must be mutually arranged by the school site administrator and the outdoor school director.)

- (b) Compensation shall be made for all damages beyond normal wear and tear which arise from the DISTRICT'S use of the property.
- (c) The certificated classroom teacher shall be available on a 24-hour per day basis for consultations regarding emergencies involving his/her class, except in the following situations:
  - (1) Family Emergency. Classroom 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 outdoor school director of the nature of the emergency and of where he/she can be reached if needed. The teacher shall notify his/her school-site administrator of this absence.
  - (2) Professional Responsibilities. If a teacher is to be absent for professional responsibilities at any time, the school administrator of his/her school shall notify the outdoor school director of this absence in writing and indicate the nature of the absence as well as the name of the certificated teacher who will serve as a substitute.
  - (3) Illness or Injury. In the event the teacher becomes unable through illness or injury to continue to participate in the program, the DISTRICT shall provide a certificated teacher as a substitute.
- (d) The certificated classroom teacher shall be responsible for the following:
  - (1) Assuming responsibility for students from his/her class. This includes but is not limited to the following: instruction, discipline and the health and welfare of the students.
  - (2) Participating as a working team member with the Foothill Horizons Outdoor School naturalists during all class periods and field trips.
  - (3) Conferring with the outdoor school staff to seek solutions to problems encountered by students in his/her class.
  - (4) Preparing adequately for and teaching during those periods when he/she is solely responsible for instruction at the outdoor school.
  - (5) Accompanying students being transported to the Neal E. Wade Outdoor Education Center on the bus operated by the County Superintendent, and carrying on that bus the medication belonging to the students on board that bus. (At least one teacher from the DISTRICT will ride with each bus of students.)
- (e) In order to provide equal access and because the students will be living in an outdoor education facility around the clock, the DISTRICT must provide all students, on a 24-hour basis, with the same individualized support as they receive at school. If a special education student or student with a disability or on a 504 plan is receiving unique or one-on-one services the DISTRICT must also 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. Specifically, if a student with an Individualized Student Health Care Plan attends an outdoor education and the DISTRICT does not provide a nurse to monitor or provide nursing services to the student, DISTRICT agrees that it will refund to SCOE any costs SCOE

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incurs as a result of providing nursing or other necessary medical care or services to the student during the time the student attends Foothill Horizons Outdoor School.

- (f) The DISTRICT shall ensure that the school nurse, other duly qualified supervisor of health, or site administrator verifies the accuracy of the students' "Request for Administration of Medication at Outdoor School". Verification shall be made prior to the student being transported to the outdoor school. School site personnel shall transport home students whose "Request for Administration of Medication at Outdoor School" forms do not match the student's medication(s). Such transportation shall occur before the end of the home school's school day.
5. The certificated teacher and any visiting DISTRICT staff shall neither possess nor consume alcoholic beverages at the outdoor school while students are in attendance. The use of tobacco products is prohibited.

**Section D:**

- 1. The outdoor school director shall inform the DISTRICT in writing regarding any deviation from the policies outlined in **Section C**.
- 2. The DISTRICT will remunerate SCOE for the following costs for a five-day week which may include, but are not limited to, the following:

(a) Pupil Board and Room (including insurance)	\$119.00 per pupil
(b) Instructional Services	129.00 per pupil
(c) Transportation	33.00 per pupil
(d) Cave Entry (if applicable, for students & counselors)	3.00 per pupil
(e) Other	

**Estimated Total          \$284.00 per pupil**

- 3. Subject to the provisions of **Section D. 4** below, the DISTRICT agrees to have not less than the number of students specified in Appendix A of this agreement participate in the outdoor school program on the dates indicated.
- 4. (a) The DISTRICT must return an executed copy of the agreement to SCOE by **December 1, 2014** in order to confirm the dates presently being held for the DISTRICT. After this time the dates will be released to other schools.  
  
(b) If the DISTRICT cancels this agreement within ninety (90) calendar days of the first day of the confirmed date of a school's participation in the outdoor school program, there shall be no cancellation fee.  
  
(c) If the DISTRICT cancels this agreement less than ninety (90) calendar days before the first day of the confirmed date of the DISTRICT'S participation in the outdoor school program, the following cancellation policy shall be in effect: the DISTRICT shall remunerate SCOE for seventy (70) percent of the costs designated in **Section D.2 (a)** and **(b)** for the number of students confirmed to attend the outdoor school (see Appendix A).  
  
(d) Should less than ninety (90) percent of the students confirmed to participate in the outdoor school program (as specified in Appendix A) attend during the dates reserved, the following policy shall be in effect: the DISTRICT shall remunerate SCOE for the costs designated in **Section D.2 (a)** and **(b)** for the difference between the number of students who attend and 90% of the number of students indicated in Appendix A.  
  
(e) On the health form (Appendix B) completed and signed by the parent in advance of the student's attendance at the program, the parent has agreed to transport his/her

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student home in the event of the following: communicable disease, live lice, or disciplinary action. If a student must leave the school for any of those reasons, the district shall be responsible for transportation if the parent is unable or unwilling to meet this provision.

If district personnel fail to provide transportation for students whose parents are unable or unwilling to meet this provision, 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.

5. The DISTRICT may have additional students participate in the outdoor education program (above the number indicated in Appendix A) **if accommodations at the outdoor school allow**. Arrangements with the outdoor school director must be made in advance (preferably two weeks in advance) of the students' attendance. The SCOE will not charge a fee for increasing the number of attendees.
6. Any pupil sent home for discipline reasons will not receive a refund. Students going home because of illness will pay a prorated fee based upon actual attendance. This fee will be the total of the entire instructional service fee, the transportation fee and a prorated fee for pupil board and room indicated in Section D.2.
7. The SCOE shall invoice the DISTRICT in the amount specified in **Section D. 2** of this agreement upon the completion of the attendance by the pupils of the DISTRICT in the outdoor school program. Payment shall be due within thirty (30) days of receipt of the invoice.

IN WITNESS THEREOF, the parties to these presents have hereunto set their hands and seal the day and year first written above.

DENAIR UNIFIED SCHOOL DISTRICT

STANISLAUS COUNTY OFFICE  
OF EDUCATION  
Tom Changnon, Superintendent

\_\_\_\_\_  
Aaron Rosander  
District Superintendent

\_\_\_\_\_  
Don Gatti  
Deputy Superintendent, Business Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SCOE USE ONLY

_____ 01 9400 0 8677 0000 0000 000 4400 Account No.	_____ Department/CORE Team
_____ Personnel Department Approval	_____ Budget Approval

**APPENDIX A**

The DISTRICT elects to participate in the Foothill Horizons Outdoor School program on the following dates and guarantees the number of students indicated to participate during those dates. **Please initial any changes you make below.** Please also inform the school's principal of any changes you make.

DATES RESERVED:	SCHOOL(S):	NUMBER OF STUDENTS:
April 13-17, 2015	Denair Middle School	81

The dates and the number of students have been confirmed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

JH:mk

**Distribution: (to be made after all parties have signed)**

White -- County Office of Education Business Office

Yellow -- Outdoor Education Office

Pink -- School District