

SHADY CREEK OUTDOOR SCHOOL & EVENTS



Billing and Reservations

970 Klamath Lane, Yuba City, CA 95993

Office: (530) 822-2949

Fax: (888) 847-1453

Camp Address

18601 Pathfinder Way, Nevada City, CA 95959

Office: (530) 822-2470



Christopher Little, Director

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Tom Reusser, Superintendent
970 Klamath Lane, Yuba City, CA 95993// (530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2022/2023

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") and Wilson Elementary School ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

- Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for **145** pupils (also referred to as "Students") and agrees to pay an amount **equal to \$350.00 per pupil** if scheduled for a five-day week and **\$325.00** per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 30, 2023.**
- Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **September 20th, 2022 for fall scheduled schools & December 1st, 2022 for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.

3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.

4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator: Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health aide on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a Health Aide.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

6. Transportation. District shall be responsible for providing transportation of all employees, students, chaperones and staff to and from Shady Creek.

7. Safety. District shall be solely and completely responsible for the health and safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek facility. District, its employees, volunteers and students shall fully comply with all county, state, federal and other laws, rules, regulations, and orders, including but not limited to those relating to health and safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section

may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

8. Medical Policies.

- (a) Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, chaperone, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.
- (b) Covid 19 Testing Policy. Prior to attending Shady Creek all students and staff, regardless of vaccination status, must test negative for Covid-19. District shall conduct antigen tests within 24 hours of arrival at Shady Creek on each individual attending with District, including all students and adult participants. Any individual with a positive test shall not attend the program. Test results must be submitted to Shady Creek at the time of arrival. Test results need to include students name, school, test date, type of test, and test result.
- (c) On-Call Doctor. In compliance with California Code of Regulations Title 17 § 30750(e), Shady Creek contracts with an on-call medical doctor for school program services. The services of the on-call medical doctor are provided in addition to the provision of the nurse or health technician by District as set forth in paragraph 4(d) above.

9. Indemnity. District shall, to the furthest extent permitted by California law, and at its sole expense, defend, indemnify, and hold harmless Superintendent and its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the “Indemnified Parties”) from any and all demands, losses, liabilities, penalties, interest, claims, suits, and actions (the “Claims”) of any kind, nature, and description, including but not limited to, personal injury, death, property damage, unfair employment practices, common law or joint employer issues, and Superintendent’s fees and/or attorney’s fees and costs, directly or indirectly arising out of, connected with, or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Superintendent shall have the right to accept or reject any legal representation that District proposes to defend the Indemnified Parties.

Without limiting the District’s indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, *as additional insured*. The above described coverage shall be maintained throughout District’s participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

10. Waiver and Release of Liability. No county board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement. District, its employees and participants hereby waive any and all claims of such personal liability.

11. Governing Law and Venue. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or

Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

12. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

14. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.

16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

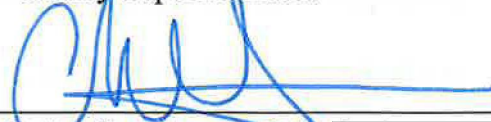
17. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

-----School District

By: _____
(Authorized signature)

Dated: _____

Sutter County Superintendent of Schools

By: 
Sutter County Superintendent of Schools

Dated: 8/15/2022

The District designates as Program Coordinator:

Name: _____ From: _____
(school or office)

Phone: _____

Please provide us with an email address for further correspondence:

Email: _____

Participating Teachers email addresses:
