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# MARIN COUNTY OFFICE OF EDUCATION

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San Rafael, CA 94913-4925  
[marincoe@marin.k12.ca.us](mailto:marincoe@marin.k12.ca.us)

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6625  
TDD (415) 491-6611

School Name: Mt. Diablo Elementary  
Arrival Date: Tuesday, February 28, 2012  
Departure Date: Friday, March 2, 2012

Number of Days: 4  
Fee Level: 3

## AGREEMENT

THIS AGREEMENT, entered into this 21 day of July 2011 by and between the **MARIN COUNTY OFFICE OF EDUCATION**, hereinafter referred to as "County Superintendent", and the **Mt. Diablo Unified School District**, hereinafter referred to as "District".

### WITNESSETH:

WHEREAS, the County Superintendent, pursuant to Education Code Sections 8760-8773, maintains an outdoor science education and conservation education program at the Marin County Outdoor School at Walker Creek Ranch in Petaluma, California; and

WHEREAS, District is desirous of participating in said program;

NOW, THEREFORE, BE IT HEREBY AGREED AS FOLLOWS:

1. District shall receive the state apportionment based on Average Daily Attendance.
2. District is responsible for supervision of its students.
3. District shall pay all salaries of personnel who are regularly employed by the District and assigned to duties in connection with this program.
4. District shall pay all costs of transportation for its students and employees in connection with this program.
5. District shall pay the amounts to County Superintendent as its proportionate share of the cost of this program as stated on the attached Marin County Outdoor School Fee Schedule, and the corresponding Fee Levels (Level 1, Level 2, Level 3) for the dates of District attendance as noted.
  - a. The cost of a five-day program is \$ 299 per student and \$ 219 per teacher.
  - b. The cost of a three-day program is \$ 269 per student and \$ 189 per teacher.
  - c. In addition, District shall pay per person, a prorated portion thereof, for lodging and meals for any student or teacher who does not attend for the entire program.
6. District shall participate in said program for the 2011/12 school year by sending up 140 students to the program and shall comply with the regulations of the County Superintendent established for the maintenance of this program.
7. District agrees to pay the fee for the actual number of students in attendance or for 90% of the number of students set forth in paragraph #6, whichever is greater, whether or not the pupils actually attend the Marin County Outdoor School, unless notice of change has been given in writing 120 days prior to the week of attendance.

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8. County Superintendent shall pay all costs of maintaining and managing the program, including salaries of personnel, food, lodging, etc., except as herein stated. The program shall be under the direction of the County Superintendent and the final decision on its operation shall rest with the County Superintendent; however, the County Superintendent shall consult with the District and, if possible, adjust the program to fit the particular requirements of the District.

9. As soon as the total costs have been determined and the charges to the respective District computed, County Superintendent shall send appropriate billing to the District. Upon confirmation by the District that this amount is correct, the District or responsible school organization shall authorize payment in the appropriate amount to the Marin County Schools Service Fund. If payment for services will be made by any organization other than the District (i.e. PTA group), please indicate here:

10. County Superintendent shall maintain adequate liability insurance to cover its operations under this program; however, it shall also be the responsibility of District to provide appropriate liability insurance covering the activities which may be under the control or supervision of District.

11. In addition to the charges outlined above, District shall be responsible for any additional costs occasioned by its use of the facilities, such as, but not limited to, damage to the grounds, equipment or buildings.

12. The dates for the 4 day program assigned for your District are:  
Arrive on: Tuesday, February 28, 2012  
Depart on: Friday, March 2, 2012

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ATTENDING SCHOOL**

By: [Signature]  
Title: Asst. Supt.

School: Mt. Diablo Elementary  
Address: 5880 Mt. Zion  
Clayton, CA 94517

District: Mt. Diablo Unified  
Address:

1936 CARLOTTA DR  
CONCORD, CA 94519

**MARIN COUNTY OFFICE OF EDUCATION**  
Mary Jane Burke  
Marin County Superintendent of Schools

**MARIN COUNTY OUTDOOR SCHOOL**

By: Mike Grant  
Title: Ranch Manager/Outdoor School Principal

Please review and sign Agreement and return to us ASAP by email, fax or mail.  
Mail to: Pam Gambonini  
Marin County Outdoor School  
1700 Marshall-Petaluma Road  
Petaluma, CA 94952  
(415)663-8854 Fax  
email: pgambon@marin.k12.ca.us