

# MT. DIABLO UNIFIED SCHOOL DISTRICT

## Application for Approval

### OVERNIGHT OUTDOOR/ENVIRONMENTAL EDUCATION PROGRAM

The following procedure is to be used by all school principals in gaining approval for off-campus, overnight outdoor/environmental education programs. The final approval of all off-campus, overnight trips shall be made by the appropriate assistant superintendent.

The person initiating this request must discuss the proposed program with the local school administrator. Agreement must be reached between the teachers affected and the administrator with regard to the relevancy of the proposed trip to the ongoing classroom program. The teacher and administrator should discuss parental reaction to the proposed trip at this time. Plans to follow through with gaining approval of the proposed trip should continue only if the parental reaction is thought to be supportive.

**BEFORE FINAL APPROVAL IS GIVEN FROM THE DISTRICT OFFICE, THE FOLLOWING ITEMS MUST BE FORWARDED TO THE APPROPRIATE ASSISTANT SUPERINTENDENT'S OFFICE 4 WEEKS PRIOR TO TRIP:**

1. Completed Application for Approval – including signature of principal.
2. Instructions for transferring substitute costs from the district substitute budget to the outdoor education program (form attached), or signed waiver, to cover compensatory time earned (2 nights = 1 day @ \$115/day).
3. List of participating students.

---

1. Program Director's Name: Jennifer Voris

School: Pleasant Hill Elementary School

Position: Principal

---

2. Outdoor School Program Site: Exploring New Horizons Outdoor Schools- Sempervirens

Distance from School: 80 miles

Mode of Transportation to be Used: Sierra Pacific Bus Services

3. Proposed Program Dates: September 18 - September 21 through MDUSD Transportation



11. Describe how teachers and camp personnel will use district guidelines for suspension (per suspension form) – school standards for behavior and discipline will be used at the outdoor education site.
- 1) Warning
  - 2) Loss of activity time
  - 3) Phone call home
  - 4) Sent home- removed from camp

12. How will you ensure that parents will have reasonable access to students? How will you ensure that parents will have immediate access to students when disciplinary action or conflicts occur?

Parents are given Outdoor School phone numbers and driving directions. Parents will be notified immediately should a conflict occur.

13. Please summarize your program budget:

<u>Item</u>	<u>Cost</u>
*** A. Compensatory time (2 nights = 1 day @ \$115/day) Total of 3 nights for 3 Teachers	\$ 517.50
B. Camp Fees (80 Students at \$269/student less one scholarships from the camp)	\$ 21,520
C. Pool/Life Guard Fee	\$ 100
D. Transportation (Bus Fees)	\$ 4,000
<b>TOTAL COST \$ 26,137.50</b>	

Total Cost ÷ # of Students = Student Fee \$ 327.00\*

➤ We have asked for \$350/student to support camperships and account for fluctuating costs in transportation. Additional funds will be used for EOY 5<sup>th</sup> Grade activities.

10. Is your program financially self-supporting? Yes X  
No \_\_\_\_\_

If no, please explain:

\*\*\* This item must be accounted for in your budget. Instructions for transferring substitute costs from the district substitute budget to the outdoor education program must be included

(form attached).

11. What campership provisions have been made?

Fundraising has taken place during the 4<sup>th</sup> grade year. Funds have been collected and kept in the 4<sup>th</sup> Grade Outdoor account. We are applying for 1 scholarship from Exploring New Horizons Camp. The out-going 5<sup>th</sup> grade class has donated 3 camperships to our students. Additional money was added to allow for more student participation. This year we expect to have 10 total scholarships.

**CHECKLIST FOR PROPOSED  
OVERNIGHT OUTDOOR/ENVIRONMENTAL EDUCATION PROGRAM**

- |      |  |              |
|------|--|--------------|
| I.   | ARE PARENTS AWARE OF AND IN ACCORD WITH THE DETAILS OF THE PROGRAM AND TRIP PLANS?   | <b>YES</b>   |
| II.  | <u>Prepare forms.</u> Have the following forms been distributed for approval and/or information:   |              |
| A.   | A list of adequate clothing and camping gear   | <b>YES</b>   |
| B.   | An information letter explaining the program   | <b>YES</b>   |
| III. | <u>Emergency Procedures.</u> Will adult personnel be prepared and familiar with the emergency procedures such as:  |              |
| A.   | THE STUDENT ROSTER WITH EMERGENCY NUMBERS<br>*To be completed in September   | <b>YES *</b> |
| B.   | WHERE THE NEAREST HOSPITALS, U.S. FOREST SERVICE STATIONS, POLICE, ETC., ARE LOCATED   | <b>YES</b>   |
| C.   | THE EMERGENCY AND "CHAIN OF COMMAND" PLANS IN CASE OF ACCIDENT OR ILLNESS  | <b>YES</b>   |
| D.   | ADEQUATE EMERGENCY EQUIPMENT (i.e., first aid kits)  | <b>YES</b>   |
| IV.  | A. <b>Please confirm that a list of all <u>participating students</u> will be sent to the appropriate assistant superintendent prior to the trip.</b>  | <b>YES</b>   |
|      | B. If you are planning on the use of private autos for transportation, do you have plans to use the district form (checklist for Use of Private Automobiles for School Connected Activities)? This must be completed and on file in the school office. | <b>N/A</b>   |
| V.   | A. WILL THE ADULT LEADERS BE FAMILIAR WITH THE DESIGNATED HIKING OR CAMPING AREA?  | <b>YES</b>   |
|      | B. WILL YOU HAVE RESPONSIBLE SUPERVISION ON A RATIO OF ONE ADULT FOR EACH FIFTEEN STUDENTS?  | <b>YES</b>   |
|      | If not, what ratio is planned?   |              |

Checklist – continued

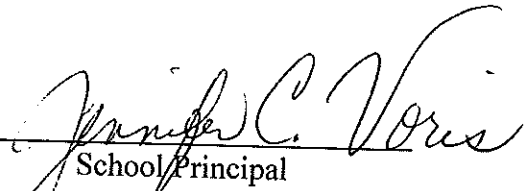
- C. If the student group consists of boys and girls, will you have adult male and female supervision? YES
- D. Do any adult leaders hold a valid American Red Cross Water Safety or Senior Life Saving Card? YES
- E. Do any leaders hold a valid American Red Cross First Aid Card? YES
- F. List all participating adult leaders who have the skills and are adequately trained to conduct an outdoor school program:

Staff are CPR trained. A staff medic resides at the camp to deal with illness and dispense medication. Per a 504 Plan, a MDUSD nurse has been requested to support our student with Type A Diabetes.

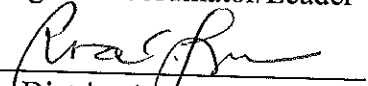
- G. Please list all adult leaders below who will participate in the program:

SCHOOL EMPLOYEES

Name	Position	# of Nights at Camp
1. Bill Hotter	5 <sup>th</sup> Grade Teacher	3
2. Sondra Runyan	5 <sup>th</sup> Grade Teacher	3
3. Mary Gabelman	4 <sup>th</sup> Grader Teacher	3
4. New Principal	Principal	Day Visit Only

Signed   
School/Principal

Signed \_\_\_\_\_  
Program Coordinator/Leader

Signed   
District Approval

When district approval is given, the signed proposal will be returned to the local school administrator.

**INSTRUCTIONS FOR TRANSFERRING SUBSTITUTE COSTS**

DATE: 6/18/12

TO: Rose Lock, Assistant Superintendent  
Elementary Education

FROM: Jennifer Voris, Principal

RE: **Outdoor Education Compensatory Time**

Please instruct Fiscal Services to transfer substitute costs from the central district substitute budget (000.5053.10.1140) to the outdoor education program in the amount of \$517.50 for 1680343101150.  
(Account #)

This covers 3 days at \$115 per day for Pleasant Hill Elementary School.  
(School)



MT. DIABLO UNIFIED SCHOOL DISTRICT  
PLEASANT HILL ELEMENTARY SCHOOL  
2097 Oak Park Drive  
Pleasant Hill, California 94523-4033  
(925) 934-3341

July 3, 2012

To Whom It May Concern,

This letter certifies that PHE has 680 students enrolled for the 2012/2013 school year. Our rate of free and reduced lunch was 20% for the 2011/2012 school year.

This year we are experiencing a much higher need for scholarships due to financial constraints within our community. Currently, we have a minimum of 80 fifth grade students who will be attending Sempervirens Outdoor School from September 18 to September 21, 2012. PHE is requesting two (2) scholarships to defray our total Outdoor Education costs.

Thank you for providing this service for our students. It helps us reach the goal of providing the 5<sup>th</sup> grade camp experience for each of our students who wish to go regardless of their financial ability.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Voris".

Jennifer Voris, Principal



## SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the date of both parties signing this agreement, by and between **EXPLORING NEW HORIZONS**, a California nonprofit public benefit corporation ("ENH"), and **PLEASANT HILL ELEMENTARY SCHOOL**, a California public school (the "School"). ENH and the School are collectively referred to herein as the "Parties."

WHEREAS, ENH is exempt from federal income tax under Internal Revenue Code Section 501(c) (3) and corresponding provisions of state law;

WHEREAS, the charitable purposes of ENH include conducting outdoor education for grade school children as part of their regular school curriculum; and

WHEREAS, ENH's provision of services to the School pursuant to this Agreement will fall within the scope of ENH's charitable purposes;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, ENH shall provide on behalf of the School an outdoor education program for the School's students (the "Program"), to be conducted at Sempervirens Camp, Boulder Creek California (the "Program Location") for the period of **September 18-21, 2012** (the "Term"). ENH shall provide the following services (the "Services") in connection with the Program:

- a. Orientation Meetings. Prior to the commencement of the Term, ENH shall conduct at the School location, or such other location mutually agreed upon by the Parties, and at times mutually acceptable to the Parties, one orientation meeting regarding the Program. The School shall cooperate with ENH in organizing the orientation meeting and inviting students, teachers, counselors and parents to such meetings.
- b. Counselors. Prior to the commencement of the Term, ENH may, in its sole discretion, interview candidates and select from such candidates individuals to serve as counselors for the Program for the duration of the Term.
- c. Activities. ENH shall organize and conduct the outdoor educational activities.
- d. Supplies. ENH shall provide all materials and supplies required to implement the Program.
- e. Room and Board. ENH shall provide for the duration of the Term housing and meals for all students, classroom teachers and counselors, whose numbers are estimated to be as follows:
  - i. **80 Students;**
  - ii. **3 Classroom teachers; and**
  - iii. **10 Counselors**

- f. Transportation. ENH shall provide for all students, classroom teachers and counselors (i) bus transportation for trips from the Program Location to any off-site locations scheduled as part of the Program, and (ii) a van to transport materials and supplies as required by the Program and to serve as an on site emergency vehicle. The School shall be responsible for arranging, and ENH shall not be responsible for, all other transportation for participating students, classroom teachers and counselors to and from the Program Location.

2. Fees; Payment.

- a. The School shall pay ENH for the Services in an amount equal to (i) the number of students enrolled in the Program multiplied by (ii) **\$264 per student** (the "Fee"), *provided* that a **minimum of 72 students** are enrolled in the Program prior to the beginning of the Term. If the School fails to enroll this minimum number of students, the Fee shall be calculated as if the minimum number of students indicated above were enrolled in the Program; if the School does not agree to pay this Fee, ENH may in its discretion either negotiate a new per-student fee based on the fixed expenses that ENH reasonably expects to incur in conducting the Program, or terminate this Agreement. If ENH terminates this Agreement pursuant to this clause, ENH shall return all amounts previously paid by the School, less a termination fee equal to twenty-five percent (25%) of the Fee, and ENH shall have no obligation to provide the Program or the Services.

b. **The School shall pay ENH the Fee as follows:**

- i. **The sum of \$19,008 no later than September 7, 2012;** and  
ii. The balance of the Fee no later than ten (10) days after the School's receipt of an invoice from ENH.

b. The School shall remit all deposits and payments to:

**Exploring New Horizons  
PO Box 1514  
Felton, California 95018**

- d. For purposes of calculating the termination fee in Section 2(a), Section 8(a) or Section 8(b), or the Cancellation Amount in Section 8(b), the Fee shall be determined based on (i) the number of students enrolled in the Program on the date of termination, or on the date of cancellation, as applicable, or (ii) the minimum number of students set forth in Section 2(a), whichever number is greater.

3. Default. If the School fails to make any payment pursuant to Section 2 within ten (10) days after the date on which such payment was due, ENH may in its discretion (a) continue to conduct the Program, in which case ENH shall have the right to enforce all its rights and remedies granted by this Agreement, including, without limitation, the right to collect the Fee, or (b) cancel or suspend the Program, in which case ENH shall be entitled to recover from the School any amount necessary to compensate ENH for all detriment proximately caused by the

School's failure to perform its obligations under this Agreement, including without limitation the amount ENH would have earned by providing services to another organization or organizations during the Term. At ENH's discretion, unpaid installments of the Fee under the terms of this Agreement may bear interest from the date due at the maximum rate then allowable by law. ENH's remedies are not exclusive and are cumulative with any other remedies allowed by law.

4. Representations and Warranties. Each Party represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its state of incorporation, (ii) it has the legal right, power and authority to execute, deliver and perform its obligations under this Agreement, and (iii) all approvals requisite to the valid and binding execution, delivery and performance of this Agreement by such Party have already been obtained and are in full force and effect.

5. Independent Status of ENH. The School shall not have any right to direct or control the Program or the means, manner, or details by which ENH provides the Services. ENH may, in its sole discretion, employ and supervise such counselors, Program staff and other employees or agents as ENH deems necessary or convenient to perform the Services. The School may not control, direct, or supervise ENH's employees or agents in the performance of the Services. This Agreement does not create a partnership between the Parties. Nothing in this Agreement shall be deemed to restrict or prohibit ENH from providing services to other organizations that are the same as or similar to the Services described herein.

6. Student Waivers. Prior to the beginning of the Term, the School shall cause a parental guardian of each student participating in the Program to sign a waiver with respect to such participation, and shall cause each executed waiver to be delivered to ENH. No student shall be enrolled or allowed to participate in the Program without first providing such executed waiver to ENH.

7. Disciplinary Action. ENH may remove any student from the Program who, in ENH's sole discretion, creates a significant disciplinary problem for the Program staff or who otherwise disrupts the Program. ENH shall not be responsible for transporting such student from the Program Location in the event of removal from the Program. The School shall not be entitled to any refund of any portion of the Fee for any student who leaves the Program for disciplinary reasons.

8. Cancellation.

- a. In the event the School cancels its participation in the Program more than one hundred twenty (120) days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation. ENH shall refund all amounts paid by the School to ENH under this Agreement, less a termination fee of twenty-five percent (25%) of the Fee, calculated as set forth in Section 2(d) above.
- b. In the event the School cancels its participation in the Program less than one hundred twenty (120) days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation and shall pay to ENH at the time of such notice of cancellation the sum of ninety percent (90%) of the Fee (the

“Cancellation Amount”). The School may set off against the Cancellation Amount any payments already made by the School to ENH pursuant to Section 2. If ENH arranges to conduct the Program for another organization or organization(s) during all or part of the Term, thus filling the vacancy created by the School’s cancellation, and the School has paid the Cancellation Amount in full, ENH shall refund to the School the lesser of (i) the total amount paid by the other organization or organizations for ENH’s services during the Term, or (ii) the Cancellation Amount, less a termination fee of twenty-five percent (25%) of the Fee, calculated as set forth in Section 2(d) above.

- c. If ENH is unable to perform the Services due to unavoidable causes such as fire damage to the Program Location or other loss of facilities prior to the beginning of the Term, ENH shall notify the School and shall refund all portions of the Fee previously deposited by the School to ENH. If such damage or loss of facilities occurs at any point during the Term such that ENH is unable to continue conducting the Program, ENH shall notify the School, and the School shall be responsible for paying only the amount of the Fee proportionate to the period of the Term during which ENH actually provided the Services.

9. Insurance. ENH shall provide accident and health coverage for all students, classroom teachers and counselors participating in the Program. The School shall maintain such general liability insurance as the School is required by law to maintain and shall include ENH as additional insured on such policy. Upon request of either Party, the other Party shall provide certificates of such insurance.

10. Waivers. The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

11. No Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

12. Notice. All notices, requests, waivers, approvals, consents, demands and other communications hereunder shall be in writing and shall be deemed duly given when delivered personally, or three days after being deposited with the United States Postal Service, or one day after being deposited for delivery with a nationally recognized overnight delivery service, with all charges, fees and first-class postage prepaid, properly addressed, as follows:

If to the School, at the following address (please fill in appropriate information):

School:	<u>Pleasant Hill Elementary</u>	Contact:	<u>Jennifer Voris</u>
Address:	<u>2097 Oak Park Blvd.</u>	Phone:	<u>925-934-3341</u>
	<u>Pleasant Hill, CA</u>	Email:	<u>vorisj@mdusd</u>

If to ENH, at the following address:

heltonl@mdusd

**EXPLORING NEW HORIZONS**  
PO Box 1514  
Felton, California 95018

**Michelle Parr**  
(831) 600-7543  
[michelle@exploringnewhorizons.org](mailto:michelle@exploringnewhorizons.org)

13. Arbitration. The Parties agree that, with respect to all controversies, claims, disputes or counterclaims arising out of or relating to this Agreement, the Services or the Program, whether it involves a disagreement about the meaning, interpretation, application, or validity of this Agreement, and whether based on statute, tort, contract, common law, or otherwise (a "Dispute"), to attempt to resolve the Dispute by good faith negotiation. If the Parties are unable to resolve the Dispute by good faith negotiation, either Party may refer the matter to binding arbitration. The arbitration shall take place in the County of Santa Cruz, State of California in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

14. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, or for interpretation of any of its provisions, including without limitation an arbitration pursuant to Section 13, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and court costs, from the other party.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Entire Agreement; Amendments. This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.

17. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**EXPLORING NEW HORIZONS,**  
A California non-profit public benefit  
Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASANT HILL ELEMENTARY**  
A California Public School

By: Rozeta

Title: Asst. Supt.

Date: 8/21/12