



Board Agenda Item #	III B- Action Item
Date:	July 18, 2019
To:	Magnolia Board Meeting
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Gokhan Serce, Principal
RE:	Request for approval of 6 th Grade Camp Agreement with SDCOE

Proposed Board Motion

I move that the board grants approval to Alfredo Rubalcava, CEO & Superintendent, to sign the 6th Grade Camp Agreement between MSA San Diego and San Diego County of Education.

Background

Cuyamaca Outdoor School, also known as 6th grade camp, has connected more than one million students with science and nature since 1946. Generations of school children have participated in hands-on lessons in an overnight camp setting. The activities aim to nourish an appreciation of nature, create a deeper understanding of science concepts, and provide an opportunity for students to explore their independence in a safe, educational and fun environment. Cuyamaca Outdoor School, operated by the SDCOE, is the only outdoor education program in San Diego County featuring credentialed teachers and a curriculum aligned with the Next Generation Science Standards and Common Core State Standards. Every year MSA-SD 6th grade students and 6th grade teachers participate at the 3 night 4-day camp. In 2019-20 school year we are expecting 130 Magnolia students and 4 teachers to participate at the camp. 6th grade camp not only helps students master California standards but also creates an environment where students develop social skills, learn new artistic and athletic skills.

Budget Implications

In 2018-19 school year the cost for the camp for 109 students was \$27,718 and all camp amount and transportation costs were covered through donations and fundraisers. This year we are expecting to have more students participate and as a result we budgeted \$36,000 in our board approved budget.

Funding Source

The expenses are paid through parent donations and fundraisers.

CFO Approval

Approved

How Does This Action Relate/Affect/Benefit All MSAs?

No perceived effect on other MSAs.

Name of Staff Originator:

Gokhan Serce, Principal

Attachments:

6th Grade Camp Agreement



AGREEMENT FOR PARTICIPATION AND SERVICES 2019-2020
OUTDOOR EDUCATION PROGRAM



THIS AGREEMENT is entered into this 1st day of April, 2019 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE Magnolia Science Academy, hereinafter called the SCHOOL/DISTRCT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) SCHOOL/DISTRICT shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages (collectively, the "Costs") arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement except for Costs arising from OFFICE'S negligence or willful misconduct. SCHOOL/DISTRICT at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the OFFICE, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof except for any g the foregoing arising from OFFICE's negligence or willful misconduct.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
- (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free,

Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

- A. The term of this agreement shall commence on **July 1, 2019** and will continue through **June 30, 2020, 2021, or 2022** based on the option chosen below.
- B. **Please initial one of the options below to determine the number of years for this agreement:**

- _____ a. Option 1 – 1 Year Agreement
- _____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.
- _____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

- A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2019-2020** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	\$330.00
4-day Program***	Per Student	\$280.00

** Discounts 5-day Program

*Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

*Introductory Credit: \$10 credit per full fee student.

*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$320 per student. Other discounts may be combined.

October thru December Rates: \$325 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$8 credit per full fee student

Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$270 per student. Other discounts may be combined.

October thru December Rates: \$275 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

- B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
- A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
 - A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the “per pupil fee” to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Magnolia Science Academy	130	111	4	1/21/2020

Executed by the parties on the dates shown below their respective signatures.

School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education

Authorized Signature

Senior Director, Outdoor Education
Title

April 1, 2019
Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: July 11, 2018

RE: 6th Grade Camp Agreement Between MSA SD and San Diego County of Education

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter. Recommended changes have been agreed by both parties.

Patrick Ontiveros

Patrick Ontiveros
MPS General Counsel

7/11/19

Date

Alfredo Rubalcava

Alfredo Rubalcava
MPS CEO & Superintendent

07/11/19

Date