San Diego County Office of Education

SCIENCE OUTREACH PROGRAM
FIELD TRIP AGREEMENT – 2022-2023

THIS AGREEMENT, made this _____ and which will terminate on _____, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and _____ hereinafter called the "District/School/Organization", mutually agree as follows:

1. Basis of Agreement

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization). The fees charged to third parties may be different than those stated below, based on the services requested by them.

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. Scope of Agreement

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2022-2023:

1) Green Machine Lab (virtual and onsite formats)
$570.00 per program, serving up to four 1-hour classes of up to 30 students each.
The Green Machine Lab has a grade level target of K-3. This program delivers interactive lessons to help students understand why a healthy environment is important to sustainable food production. Students learn about the science of soil, alternative pest management practices, get a greater understanding of natural systems, and examine scientific concepts in real-world situations.

2) Splash Science Lab (virtual and onsite formats)
$790.00 per program, serving up to four 1-hour classes of up to 30 students each.
The Splash Science Lab has a grade level target of 4-8. It is an inquiry-based program that provides students with the opportunity to learn about watershed issues. Students participate in three hands-on stations involving microscopes, water chemistry experiments, interactive watershed models, and much more.

3) Krazy Kelp Forest Virtual Lab
$185.00, serving up to 30 students in a 1-hour session.
The Krazy Kelp Forest Lab has a grade level target of 3-8. It is an inquiry-based program that provides students with the opportunity to learn about the species and ecosystem dynamics within a Giant Kelp forest. They become environmental scientists as they participate in three stations involving a dissection, preserved marine animals, and marine plankton.

4) Curious Cephalops Virtual Lab
$185.00, serving up to 30 students in a 1-hour session.
The Curious Cephalopods Lab has a grade level target of 3-5. It is an inquiry-based program that provides students with the opportunity to learn about a unique group of marine organisms. They become marine biologists as they learn about octopus, squid,

cuttlefish, and nautilus by participating in three stations involving a squid dissection and preserved marine animals.

5) Geology Rocks Virtual Lab
$185.00, serving up to 30 students in a 1-hour session.
The Geology Rocks Lab has a grade level target of 6-8. It is an inquiry-based program that provides students with the opportunity to learn about the phenomena that tell the story of planet Earth's past, present, and possible future. They become geologists by participating in four stations involving rock identification, epicenter triangulation, and plate movement calculation.

6) Marine Science Floating Lab
$825.00 per morning trip and $785.00 per afternoon/ twilight trip, serving up to 40 people on one of two boats. This program consists of half-day field trip on San Diego Bay with hands-on science instruction and materials.

B. County agrees to provide:
1) Instructional materials and equipment.
2) Boat transportation with qualified crew (Floating Lab only).
3) Curriculum and instruction.
4) Invoicing of the District/School/Organization for the field trip.

C. District/School/Organization agrees to:
1) Schedule their participation in the program of choice with the County by phone or email.

2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO, check or, for Private Schools only, a Personal Letter of Guaranty signed by the site administrator).

3) Send no more than the maximum number of allowed per Marine Science Floating Lab field trip (40, including chaperones/teachers). If the school arrives for the field trip with a group size of more than 40, the ship captain may, at his/her sole option; refuse to take more than the maximum of 40 on board or agree to accept additional passengers up to a maximum of 45 with the understanding that the District/School/Organization agrees to pay an additional fee of $50 for each person in excess of 40. Group sizes in excess of 45 will not be accepted under any circumstances. If the group arrives with more than 40, and the ship captain refuses to take more than 40 on board, the group may elect to leave some behind or cancel the trip. If the trip is canceled by the group in this circumstance, there will be no refund or compensation to the District/School/Organization.

4) Provide a minimum number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Marine Science Floating Lab requires a minimum of one participating adult.
a. Green Machine only - If the school cannot provide the required participating adults, they must inform County a minimum of five days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of $153 per participant provided by County.

5) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the scheduled trip. Cancellation with less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.

6) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.

7) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. Authorization to Copy Materials

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. Confidentiality of Service or Work

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. Independent Contractor

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. Hold Harmless

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

A. Any injury to person, including death therefrom, or damage to property sustained by the Party or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and

B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the defending party, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The defending party 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 non-defending party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment 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.

7. Insurance Requirements

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of $2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. Compliance With Laws

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. Compensation/Costs and Payment Schedule

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.

10. Termination

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. Audit

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. Safety

District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

13. Governing Law\Venue San Diego

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

14. Final Approval

This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Interim Senior Director of Outdoor Education.

15. Contract Participants

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. County Contact Person

San Diego County Office of Education
Bruce Petersen, Executive Director, Student Support Services
6401 Linda Vista Road, San Diego, California 92111-7399
(619) 590-3903

17. Entire Agreement

This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

County Superintendent of Schools
San Diego County Office of Education

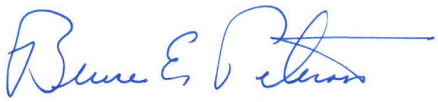
By _____

Title _____

Date _____

Authorized or ratified by the Board of Education

on _____



Authorized Signature

Executive Director, Student Support Services
Title

March 1, 2022
Date

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or disability.