

# **2014 UC California Naturalist Program Partnership Agreement**

(Template Version: May 2018)

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## **AGREEMENT**

*between*

**The Regents of the University of California**

*and*

**Cuesta College Community Programs**

*for*

**The University of California Naturalist Program**

**July 1, 2018**

This Agreement is entered into by and between the Cuesta Community College District, San Luis Obispo Cuesta College Community Programs ("Cuesta College Community Programs") and The Regents of the University of California ("UC"), division of Agriculture and Natural Resources ("ANR"), Cooperative Extension ("UCCE") California Naturalist Program (collectively, "University"), a UCCE Approved Training Program.

### **I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to clarify the roles of the University and of the Cuesta College Community Programs, who have agreed to collaborate in the delivery of the UC California Naturalist Program.

### **II. MISSION OF THE UC CALIFORNIA NATURALIST PROGRAM**

- A. The UC California Naturalist Program is a UCCE-approved educational program designed to teach and extend information on natural history, environmental science, and natural resource issues in California. The mission of the UC California Naturalist Program is to foster a diverse community of naturalists and promote stewardship of California's natural resources through education and service.
- B. The University is the entity responsible for the UC California Naturalist Program in its entirety, including the periodic review and revision of the UC California Naturalist Program curriculum.

### III. STRUCTURE AND IMPLEMENTATION OF THE UC CALIFORNIA NATURALIST PROGRAM

#### A. The University's Role and Responsibility

##### 1. Provision of Instructor Training

- a. In furtherance of its mission, the UC California Naturalist Program conducts Instructor Training Courses for selected members of partnering agencies wishing to join with UC in this endeavor.
  - i. Given the level of commitment associated with the UC California Naturalist Program, the University strongly prefers that Instructors be employees of partnering agencies. If a partnering organization proposes that a volunteer take the Instructor Training Course, the University will evaluate that request as part of its review of the individual's Application for Instructor Training.
- b. After successfully completing the UC California Naturalist Program Instructor Course and approval of the Instructor application, partnering organization employees become UC California Naturalist Program Instructors of Record.

##### 2. Provision of Curricula

##### a. Instructor Training Curriculum

The UC California Naturalist Program has designed the Instructor Training Course for employees of partnering agencies that place a priority on science-based environmental education. Such employees will have extensive (five or more years) work experience and/or a Master's (or higher) degree in natural resources management, biology, ecology, physical or biogeography, or a related field. In addition to the scientific and programmatic content, the Instructor Course provides complete information on all aspects of administering the UC California Naturalist class.

##### b. UC California Naturalist Training Curriculum

The UC California Naturalist Program has designed the California Naturalist curriculum to introduce Californians to the wonders of our unique ecology and engage them in the stewardship and study of California's natural communities. It uses a science-based program of study including hands-on learning, problem-solving,

and community service to instill a deep appreciation for the natural communities of the state and to inspire individuals to become stewards of their local resources. UC California Naturalist class content includes the physical sciences such as geology and water resources as well as ecology, plant and animal communities, ecosystem management, and current pressing environmental issues; and provides tools for collaborative conservation and effective communication.

- c. The University will periodically update the curricula as needed based on the results of new research and other relevant developments in the natural sciences.

### 3. Ongoing Program Support

Approved UC California Naturalist Program Instructors of Record representing and affiliated with partnering organizations receive ongoing programmatic support from the University. Such support includes but is not limited to: supplementary curriculum materials, an interactive website, regularly scheduled meetings with other partnering agencies, and a coordinating University staff member who is available by phone or email for guidance.

## B. The Partnering Organization's Role and Responsibility

### 1. Provision of Training for UC California Naturalist

- a. Partnering agencies engage their employees that are Approved Instructors of Record in conducting the UC California Naturalist Program.
  - i. The curriculum for training UC California Naturalists requires completion of forty (40) hours to include the entire content covered in CA Naturalist Handbook and course components described in the Instructors Training Manual as well as local natural history information developed or adopted by the partnering organization.
  - ii. Failure to offer a class at least one (1) time every three years may result in termination of this Agreement as further described below in Item VII.C., *Termination*.
- b. Partnering agencies must verify that Naturalists-in-training have successfully completed the curriculum prior to submitting their information for certification by the UC California Naturalists Program.

- i. The UC California Naturalists Program strongly recommends (but does not require) that partnering agencies encourage Certified UC California Naturalists to commit to a minimum of forty (40) hours of volunteer service per year in environmental stewardship, education, citizen science, or program support.

#### IV. ADDITIONAL TERMS OF AGREEMENT

- A. The University, under the auspices of the UC California Naturalist Program, agrees to be responsible for the following.
  1. Oversight of the UC California Naturalist Program.
  2. Provision of assistance to partnering organization with development of a suitable syllabus, publicity, and outreach for California Naturalist-in-training classes. The University reserves the right of final approval of the syllabus and overall plan for the class.
  3. Development, coordination, and revision of the UC California Naturalist Program curriculum, and development and testing of evaluation materials.
  4. Provision of technical expertise including training for UC California Naturalist Program Instructors of Record, as well as access to other UC California Naturalist Program teaching materials and all relevant ANR publications.
  5. Periodic evaluation of the UC California Naturalist Program; the Instructor Training; and the California Naturalist-in-training class curriculum and process, followed by implementation of adjustments as necessary to improve or enhance the UC California Naturalist Program. Evaluation tools may include personal communication, formal student evaluations, quarterly instructor calls, and an annual Instructor of Record meeting.
  6. Administration and oversight of a database (Volunteer Management System or "VMS") where Certified UC California Naturalists and those in training will record hours of service and advanced training.
  7. Provision and management of UC California Naturalist Program website and social media for California Naturalists. We will also maintain a password protected website specifically for Instructors of Record to communicate with one another and to access teaching materials.

8. Provision of materials necessary to identify and certify individuals who have successfully completed the UC California Naturalist-in-training class. In some cases, Certified UC California Naturalists may contact the UC California Naturalist Program directly to pay for and obtain their certificate and pin.
  9. Provision of incentives to encourage UC California Naturalists to record their service hours.
  10. Implementation of activities to promote the sense of stewardship and comradeship among the network of Certified UC California Naturalists, which may include periodic state-wide conferences, field trips and webinars.
  11. Access to UC Davis Extension academic credits (optional) for Certified UC California Naturalists (additional fee determined by UC Davis Extension will apply).
  12. Administration of UC California Naturalist Program funds in accordance with University policies and procedures.
  13. Provision of information and outreach on advanced training opportunities for California Naturalists and Instructors provided by partnering organizations.
  14. Permission to use the unaltered UC California Naturalist Program logo on partnering organization promotional materials relevant to the UC California Naturalist Program.
- B. Cuesta College Community Programs agrees to be responsible for the following.
1. Provision to the University of assistance with the recruitment, selection, and preparation of Cuesta College Community Programs employees to take the Instructor Training Course and to then deliver the UC California Naturalist classes under the auspices of Cuesta College Community Programs.
  2. Identification of at least one (1) employee who is also an approved UC California Naturalist Program Instructor of Record as Cuesta College Community Program's Lead Instructor of Record, Coordinator and Contact Person.
  3. Provision of a UC California Naturalist class one or more times within first twelve months following Agreement approval and at least once every three years after the first class.

4. Make payment of UC California Naturalist class fee to UC Regents as prescribed by UC California Naturalist Program.
  - a. The UC California Naturalist Program will provide the current fee rate when the partnering organization initiates planning and scheduling of UC California Naturalist classes.
  - b. Check or on-line payment to University is due no later than three (3) weeks after the start of the class and no refund requests will be accepted.
  - c. UC California Naturalist Program will consider (but does not guarantee approval of) a reduction to the current class fee rate in unique situations including but not limited to partial scholarships for qualified California Naturalist trainees based on need (typically proof of public assistance), and for full-time College students. In such situations the partnering organization should contact UC California Naturalist Program to request a reduction and to determine the particular circumstances that may apply. It is the general policy of the UC California Naturalist Program, however, that the partnering organizations charge at least a nominal class fee to ensure the trainee's personal investment and commitment to completion of the class.
5. Assist the University in the promotion of the UC California Naturalist Program by promoting the UC California Naturalist Program in Cuesta College Community Program's newsletters and/or other on-line, social media, and in-print publications. This should include providing a minimum of three photographs of California Naturalist trainees participating in course activities with signed consent forms.
6. Support the UC California Naturalist Program by providing facilities required to conduct the course(s);
7. Permit the University to use Cuesta College Community Program's logo on UC California Naturalist Program materials indicating their active partnership in the UC California Naturalist Program.
8. Abide by the terms of the latest version UC California Naturalist Instructor Training Manual which is available online.
9. Ensure fulfillment of the UC California Naturalist Program mission by the Cuesta College Community Programs Lead Instructor of Record, including the following.

- a. Reading and reviewing the UC California Naturalist class curriculum.
  - b. Development of a detailed syllabus and class schedule tailored to Cuesta College Community Programs and its bioregion(s).
  - c. Recruitment and registration of UC California Naturalist trainees, including outreach to underserved communities and young adults.
  - d. Coordination and delivery of the 40-hour (minimum) UC California Naturalist class for Cuesta College Community Program's volunteers, including all parts of the UC California Naturalist Program curriculum.
  - e. Scheduling expert lecturers and field trips; assistance with citizen science project(s), and capstone project development and oversight.
  - f. Ensure that each UC California Naturalist trainee has completed all the program requirements for UC California Naturalist certification.
  - g. Administer and strongly encourage completion of pre- and post-UC California Naturalist trainee class evaluations developed by the UC California Naturalist Program.
  - h. Outreach to other informal science education and environmental organizations and land management and recreation agencies in Cuesta College Community Program's area to inform them of Cuesta College Community Program's offering of the UC California Naturalist class and to explore potential collaborative arrangements that will enhance Cuesta College Community Program's local program.
  - i. Attend quarterly Instructor conference calls and one (1) annual in-person Instructor "trainer" meeting.
10. Absorb all costs incurred from performance of the above responsibilities by Cuesta College Community Programs.

## V. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto.

## VI. INDEMNIFICATION

- A. The University shall defend, indemnify and hold Cuesta College Community Programs, 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 arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents or employees.
- B. Cuesta College Community Programs shall defend, indemnify and hold the University, 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 arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cuesta College Community Programs, its officers, agents or employees.

## VII. INSURANCE

The parties will individually insure their activities in connection with this Agreement by maintaining programs of self-insurance or obtaining, keeping in force, and maintaining insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars (\$1,000,000.00) per occurrence.
- B. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- C. Business Automobile Liability Self-Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.
- D. Workers' Compensation and Employers Liability Insurance in a form and amount covering each respective party's full liability under the Workers' Compensation and Insurance and Safety Act of the State of California as amended from time to time.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Cuesta College Community Programs and the



University against other insurable risks relating to performance of this Agreement.

- F. Coverage required under this Section shall not limit the liability of any party.
- G. Coverage referred to in this Section shall include the other party as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent or intentional acts or omissions of the insuring party, its officers, employees and agents. Upon request, either party shall furnish the other party with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.

#### VIII. OTHER TERMS AND CONDITIONS

##### A. Term

This Agreement will be in effect for the duration commencing on July 1, 2018, and concluding on June 30, 2023. At the end of this period, this Agreement may be reissued with the written approval of both parties.

##### B. Modification:

- 1. This Agreement may be modified with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least thirty (30) days in advance of the suggested effective date of the modification or amendment to allow for consideration of said proposal.
- 2. Subject to the mutual agreement of both parties, modification of this Agreement may be effectuated with less than thirty (30) days advance written notice to the other party.

##### C. Termination

- 1. Either party may terminate their participation in this Agreement without cause. A party's intent to terminate must be specifically communicated by giving sixty (60) days advance written notice to the other party.
- 2. Subject to the mutual agreement of both parties, termination by a party without cause may be effectuated in writing with less than sixty (60) days advance notice to the other party.

##### D. Non-Discrimination

The parties agree, in accordance with UC policy and applicable State and Federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, gender, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). In accordance with applicable law, each party shall be an affirmative action/equal opportunity employer. Cuesta College Community Programs is responsible for providing reasonable accommodations to program participants with disabilities.

E. Copyright

The University shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed by the UC California Naturalist Program for use under this Agreement.

F. Logos

When UC California Naturalist Program and Cuesta College Community Programs logos are used together they will be of approximately equal size.

G. Programmatic Integrity

The University reserves the right to terminate this Agreement as described in above Item No. VII.C., *Termination*, and to relieve Cuesta College Community Programs of the privileges described herein, at the University's sole discretion. Possible reasons for such termination may include, but are not limited to actions by Cuesta College Community Programs that conflict with the mission, purpose and objectives of the UC California Naturalist Program such as: ongoing poor performance, failure to comply with this Agreement and/or with the policies and procedures of the UC California Naturalist Program, and misuse of the UC California Naturalist title.

H. Dispute Resolution

Should any conflict arise as the result of this Agreement the UC California Naturalist Program Director and Cuesta College Community Program's Lead Instructor will meet and attempt to mutually and conclusively resolve the conflict. If additional reconciliation support is needed, Cuesta College Community Program's Director and senior University administrators may be engaged to provide additional opportunities for resolution. In the unlikely event that the conflict cannot be resolved, decision of the matter by the University's Vice President of Agriculture and Natural Resources will apply and will be final.

IX. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be conclusively delivered by first class mail to the other party at the following respective addresses:

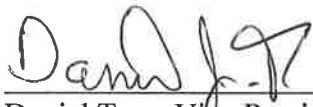
A. For Cuesta College Community Programs:

Daniel Troy, Vice President of Administration Services  
Cuesta College P.O. Box 8106 San Luis Obispo, CA 93401-8106

B. For University:

Adina Merenlender  
UC California Naturalist Program Director  
University of California Hopland Research & Extension Center  
4070 University Road, Hopland, California 95449-9717

X. PARTIES TO THIS AGREEMENT

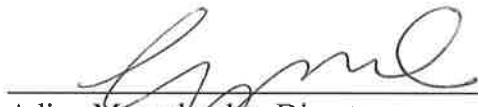


Daniel Troy, Vice President of Administration Services  
Cuesta College Community Programs




Date

Agreed and Accepted:



Adina Merenlender, Director  
UC California Naturalist Program



Date



SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

*Where Lifelong Learning Happens*

July 20, 2018

Gregory C. Ira  
California Naturalist Coordinator  
UC ANR  
2801 Second Street  
Davis, CA 95618

Subject: UC California Naturalist Program Partnership Agreement

Mr. Ira:

Enclosed for your records, please find two executed copies of the 2014 UC California Naturalist Program Partnership Agreement between the Regents of the University of California and San Luis Obispo County Community College District (Cuesta College).

If you have any questions or concerns, please contact our office at 546-3120.

Sincerely,

Merlynn Foppiano  
Administrative Assistant

Enclosures

**University of California**  
Agriculture and Natural Resources

Mendocino County

890 N. Bush Street  
Ukiah, CA 95482  
(707) 463-4495 office  
(707) 463-4477 fax  
cemendocino@ucanr.edu  
<http://cemendocino.ucdavis.edu>



June 18, 2018

To: Daniel Troy, Vice President of Administrative Services Cuesta College

Thank you for partnering with the UC California Naturalist Program. Attached is the agreement we discussed previously by email. Please provide an ink signature on the enclosed three final copies, keep one for your records, and return the other two in the envelope provided to Gregory C. Ira; California Naturalist Coordinator; UC ANR; 2801 Second Street; Davis, CA 95618. Please make sure to attach proper postage amount.

Thank you,

A handwritten signature in black ink, appearing to read "Adina", written over a horizontal line.

Adina Merenlender, California Naturalist Program Director