

# **UC California Naturalist Program Partnership Agreement**

(Template Version: January 2020)

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## **AGREEMENT**

*between*

**The Regents of the University of California**

*and*

**Chabot-Las Positas Community College District, Las Positas College**

*for*

**The University of California Naturalist Program**

**Dated November 1, 2021**

This Agreement is entered into by and between the Chabot-Las Positas Community College District, Las Positas College 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 Chabot-Las Positas Community College District, Las Positas College, who have agreed to collaborate in the delivery of the UC California Naturalist Program, which includes either the California Naturalist Course, the Climate Stewards Course or both.

### **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's course curricula.

### 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 Workshops 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 an Instructor Training Workshop, the University will evaluate that request as part of its review of the individual's Application for Instructor Training.
- b. After successfully completing a UC California Naturalist Program Instructor Training Workshop and approval of the Instructor application, partnering organization employees become UC California Naturalist Program Instructors of Record for that specific course.

##### 2. Provision of Curricula

###### a. Instructor Training Curriculum

The UC California Naturalist Program has designed the Instructor Training Workshop 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, environmental science, biology, ecology, physical or biogeography, or a related field. In addition to the scientific and programmatic content, the Instructor Workshop provides complete information on all aspects of administering a specific UC California Naturalist Program course.

###### 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. Similarly, it has designed the

Climate Stewards course curriculum to introduce Californians to the causes, consequences, and approaches to communicating about climate change and opportunities to engage in building more resilient communities and ecosystems. 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 Program courses include content from 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 of its courses 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, annual convenings, evaluation instruments, a volunteer management system, and a coordinating University staff member who is available by phone or email for guidance.

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

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

- a. Partnering agencies engage their employees that are Approved Instructors of Record in conducting the UC California Naturalist Program courses for which they have completed Instructor Training Workshops.
  - i. The curriculum for training 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. The curriculum for training Climate Stewards requires completion of forty (40) hours to include the entire content covered in the CA

Climate Stewards Handbook and course components described in the Instructors Training Manual as well as local climate education 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/Stewards-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 and Climate Stewards 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 Program courses. The University reserves the right of final approval of the syllabus and overall plan for the courses.
  - 3. Development, coordination, and revision of the UC California Naturalist Program course curricula, 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 course curricula and delivery, 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 California Naturalists and Climate Stewards 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 and Climate Stewards. 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 California Naturalist or Climate Stewards courses. In some cases, Certified California Naturalists and Climate Stewards may contact the UC California Naturalist Program directly to pay for and obtain their certificate and pin.
  9. Provision of incentives to encourage California Naturalists and Climate Stewards to record their service hours.
  10. Implementation of activities to promote the sense of stewardship and comradeship among the network of Certified California Naturalists and Climate Stewards, which may include periodic state-wide conferences, field trips and webinars.
  11. Access to UC Davis Continuing and Professional Education (formerly Extension) academic credits (optional) for Certified California Naturalists and Climate Stewards (additional fee determined by UC Davis Continuing and Professional Education 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, Climate Stewards and course 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. Chabot-Las Positas Community College District, Las Positas College agrees to be responsible for the following.

1. Provision to the University of assistance with the recruitment, selection, and preparation of Chabot-Las Positas Community College District, Las Positas College employees to take the California Naturalist or Climate Stewards Instructor Training Workshop and to then deliver the relevant course under the auspices of Chabot-Las Positas Community College District, Las Positas College.
2. Identification of at least one (1) employee who is also an approved UC California Naturalist Program Instructor of Record as Chabot-Las Positas Community College District, Las Positas College's Lead Instructor of Record, Coordinator and Contact Person.
3. Provision of a UC California Naturalist Program course 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 Program course fee to UC Regents as prescribed by UC California Naturalist Program (see Attachment A for current fees).
  - a. The UC California Naturalist Program will provide the current fee rate when the partnering organization initiates planning and scheduling of the relevant UC California Naturalist course(s).
  - b. Check or on-line payment to University is due no later than three (3) weeks after receipt of invoice 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 in unique situations including but not limited to the provision of partial scholarships for qualified course participants based on need (typically proof of public assistance), and for full-time college students. In such situations the partnering organization should communicate their interest for a reduction using the initial or billing roster due at the end of the first week of the course. 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 courses in Chabot-Las Positas Community College District, Las Positas College's newsletters and/or other on-line, social media, and in-print publications.

This should include providing a minimum of three photographs of course 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 Chabot-Las Positas Community College District, Las Positas College'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 relevant UC California Naturalist Program Instructor Training Manual which are available online.
9. Ensure fulfillment of the UC California Naturalist Program mission by the Chabot-Las Positas Community College District, Las Positas College Lead Instructor of Record, including the following.
  - a. Reading and reviewing the relevant UC California Naturalist course curriculum.
  - b. Development of a detailed syllabus and class schedule tailored to Chabot-Las Positas Community College District, Las Positas College and its bioregion(s).
  - c. Recruitment and registration of course trainees, including outreach to underserved communities and young adults.
  - d. Coordination and delivery of the minimum required number of contact hours for the approved UC California Naturalist course (40 hours for California Naturalist, and ~40 hours for Climate Stewards) for Chabot-Las Positas Community College District, Las Positas College's volunteers, including all parts of the course curriculum.
  - e. Scheduling expert lecturers and field trips; assistance with citizen science project(s), and capstone project development and oversight.
  - f. Ensure that each trainee has completed all the program requirements for certification based on the respective course taken.
  - g. Administer and strongly encourage completion of pre- and post-course 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 Chabot-Las Positas Community College District, Las Positas College's area to inform them of Chabot-Las Positas Community College District, Las Positas College's offering of a UC California Naturalist Program course and to explore potential collaborative arrangements that will enhance Chabot-Las Positas Community College District, Las Positas College'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 Chabot-Las Positas Community College District, Las Positas College.

#### 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 Chabot-Las Positas Community College District, Las Positas College, 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. Chabot-Las Positas Community College District, Las Positas College 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 Chabot-Las Positas Community College District, Las Positas College, 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 Chabot-Las Positas Community College District, Las Positas College 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 November 1, 2021, and concluding on June 30, 2026. 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 (sixty) 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. Partner 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 Chabot-Las Positas Community College District, Las Positas College 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 Chabot-Las Positas Community College District, Las Positas College 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 Chabot-Las Positas Community College District, Las Positas College 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 Program title.

H. Dispute Resolution

Should any conflict arise as the result of this Agreement the UC California Naturalist Program Director and Chabot-Las Positas Community College District, Las Positas College's Lead Instructor will meet and attempt to mutually and conclusively resolve the conflict. If additional reconciliation support is needed, Chabot-Las Positas Community College District, Las Positas College's Director and senior University administrators may be engaged to provide additional opportunities for resolution.

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 Chabot-Las Positas Community College District, Las Positas College:

Jonah Nicholas, Vice Chancellor  
3000 Campus Hill Drive  
Livermore, CA 94551

B. For University:

Mark Bell  
Vice Provost for Strategic Initiatives and Statewide Programs  
University of California Agriculture and Natural Resources  
2801 Second Street, Davis, CA 95618

X. PARTIES TO THIS AGREEMENT

\_\_\_\_\_  
Jonah Nicholas, Vice Chancellor  
Chabot-Las Positas Community College District, Las Positas College

\_\_\_\_\_  
Date

Agreed and Accepted:

\_\_\_\_\_  
Mark Bell, Vice Provost  
UC ANR Strategic Initiatives and Statewide Programs

\_\_\_\_\_  
Date

## ATTACHMENT A

### UC California Naturalist Program: Established Fees/Rates

(Effective July 1, 2019)

#### **Course Fees for California Naturalist & Climate Stewards** (paid by Partner to UC):

- **Course Fee (Full): \$110/person/course**
- **Course Fee (Scholarship rate): \$55/person/course**
- **Grant Funded Projects:** When Partners pursue grant funding to support course participants, we request they seek the full fee (\$110) in their grant proposal – even if their participants may be eligible for a scholarship.

#### **Instructor Training Workshop Fees:**

- **California Naturalist Instructor Training Workshop Fee: \$85/person.** This is a flat fee for both days of the two-day California Naturalist Instructor Training Workshop. This training is required before offering a first course and strongly recommended every three years thereafter.
- **Climate Stewards Instructor Training Workshop Fee: \$200/person.** This is a flat fee for all three in-person days and the pre-workshop online component.

#### **Miscellaneous Fees:**

- **Lost Pin Replacement Fee: \$10**
- **Direct Mail for Incentive Pin: \$6.50**

#### **Conference and Convening Fees**

- Fees for Regional Rendezvous, Statewide Conferences and other events are established independently for each event.