

Board Office Use: **Legislative File Info.**

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|-------------------|-------------------|
| File ID Number    | 13-2207           |
| Introduction Date | 10/9/2013         |
| Enactment Number  | 13-2063           |
| Enactment Date    | 10/9/13 <i>AL</i> |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Anthony Smith, Ph.D., Superintendent  
**Board Meeting** 10/9/2013  
**Subject** Approval of Educational Organization Contract

|                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action Requested</b>                                                                          | Approval of Educational Organization Contract between Oakland Unified School District and <u>Nature Bridge</u><br>for the period of <u>September 1, 2013</u> through <u>June 30, 2017</u> .                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Background</b><br><i>A one paragraph explanation of why the contract services are needed.</i> | This Educational Organization Contract will cover field trips to the Headlands Institute, Olympic Park Institute and Yosemite Institute by various OUSD schools between September 2013 and June 2017.                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Discussion</b><br><i>One paragraph summary of the scope of work</i>                           | The contract includes lodging, meals and a hands on field based environmental education program led by trained educators. Nature Bridge is an environmental education partner of the National Park Service and serves over 30,000 students a year from diverse backgrounds. The Nature Bridge curriculum aligns with state and federal standards and includes many subjects including earth and marine science, watershed ecology, geology, and local cultural history. Their Core Educational Framework emphasizes a sense of place, interconnections and stewardship to the natural world. |
| <b>Recommendation</b>                                                                            | Approval of Educational Organization Contract between Oakland Unified School District and <u>Nature Bridge</u><br>for the period of <u>September 1, 2013</u> through <u>June 30, 2017</u> .                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Fiscal Impact</b>                                                                             | Amount of District funds to be used for contract costs will not exceed \$ <u>85,000.00 per fiscal year</u> .<br>Funding source for the contract costs will be: <input type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds<br><input type="checkbox"/> No District funds will be used Resource Code: _____                                                                                                                                                                                                                                                            |
| <b>Attachments</b>                                                                               | Educational Organization Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



|                                                 |          |
|-------------------------------------------------|----------|
| Board Office Use: <b>Legislative File Info.</b> |          |
| File ID Number                                  | 13-2207  |
| Introduction Date                               | 10/1/13  |
| Enactment Number                                | 13-20103 |
| Enactment Date                                  | 10/9/13  |

### EDUCATIONAL ORGANIZATION CONTRACT

This Agreement is entered into between Nature Bridge (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide services ("Services" or "Work") as described in **Exhibit "A" Educational Organization Compliance Form**, attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on September 1, 2013. The work shall be completed no later than June 30, 2017.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eighty Five Thousand Dollars per fiscal year Dollars (85,000.00 per fiscal year) per fiscal year. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: \_\_\_\_\_

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except*: \_\_\_\_\_ which shall not exceed a total cost of \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services:**
  - CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
  - Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**  
 Name: Various Site Administrators  
 Site /Dept: \_\_\_\_\_  
 Address: \_\_\_\_\_  
Oakland, CA  
 Phone: \_\_\_\_\_

**CONTRACTOR:**  
 Name: Various campuses will invoice schools directly  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Educational Organization Contract

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:** See also Addendum to Educational Organization Contract

Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile, contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD, its officers, employees, volunteers and agents as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

10. **Child Abuse Reporting:** Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

13. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

14. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property or during field trips. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites or during field trips.

15. **Indemnification:** See Addendum to Educational Organization Contract

16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement

for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

18. **Fingerprinting of Employees and Agents:** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: J.C.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors:** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
- Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Educational Organization Contract

- 28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

10/19/13  
Date

10/19/13  
Date

CONTRACTOR

Contractor Signature

Jeff Crow, Risk Manager  
Print Name, Title

9.16.13  
Date

**EXHIBIT A**

**EDUCATIONAL ORGANIZATION COMPLIANCE FORM**  
(BUSINESS AND PROFESSIONS CODE SECTIONS 17552 ET SEQ.)

This Compliance Form must be completed by Educational Organization and attached to the executed Oakland Unified School District (hereafter "OUSD") Educational Organization Professional Services Contract which in turn will be routed for required District approvals and signatures.

School: Various OUSD Schools

Trip Dates: Various Dates

Educational Organization Name (including trade or business name):  
Nature Bridge

Prior/Alternative Organization Trade or Business Name used within last 10 years:  
Yosemite National Institutes

Business Address: 28 Geary Street, Suite 650, San Francisco, CA 94108

Business Telephone: 415-992-4700

24 Hour Emergency Phone Number Contact: Headlands Institute 415-332-5771

Organization's office nearest tour site: \_\_\_\_\_

Organization Representative and Contact Info: Jeff Crow 559-840-7260

**List of Services and Costs:**

An itemized statement of the services to be provided as part of the educational tour program and the agreed cost for the services is detailed items 1-2 below.

1. Total Cost per student for services listed below: \$ Various - See Exhibit B for pricing info

2. Included services (complete or attach detailed form):

(a) Transportation: No

(b) Lodging: Yes

(c) Meals (what if any meals are included in cost): B,L,D

(d) Is an Educational Leader provided? Yes:  No:  If yes, how many hours per day? 8

(e) Does Educational Organization maintain insurance which supplies coverage in the event of injury to any student traveler or chaperone? Yes:  No:

Is coverage included in Program Costs? Yes:  No:

If yes, attach evidence of coverage including type and amount of coverage, policy number and issuer, and the name, address and telephone number of the person or organization who is able to verify the coverage.

(f) List any additional or optional costs to students, chaperones or OUSD:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

(g) Describe the qualifications, if any, for experience, training and employment screening that are required to be met by the educational organization's representatives who shall accompany students on the educational program:

All of our educator's hold an 80 hr wilderness first responder certification after 6 months. The first 6 months some carry a 16 hr wilderness first aid cert. All have CPR certification

(h) Describe the educational program to be provided including projected outcomes. Attach a copy of all materials to be provided to students.

Curriculum varies depending on school's desires. We align our activities with CA State science standards and can demonstrate this with specific teachers.

**Educational Organization Information:**

1. How many times has the Education Organization conducted this or substantially similar educational programs, and the number of students who have completed the program, etc. Complete all information in below table.

| Trip Name | Annual Number of Groups | Annual Number of Students | Number of Years Offered | Number of Injuries to Participants (during last 5 years) | Number of Substantiated Complaints (during last 5 years) |
|-----------|-------------------------|---------------------------|-------------------------|----------------------------------------------------------|----------------------------------------------------------|
|           |                         | 30,000+                   |                         |                                                          |                                                          |
|           |                         |                           |                         |                                                          |                                                          |
|           |                         |                           |                         |                                                          |                                                          |
|           |                         |                           |                         |                                                          |                                                          |

2. How long has this Educational Organization been arranging or conducting educational programs? 36 Yosemite  
31 years Marin, 21 Olympic Park

3. Name of each owner and principal of the Educational Organization:

| Name                                                  | Position                                                                                 |
|-------------------------------------------------------|------------------------------------------------------------------------------------------|
| <u>Please see website for information on Board of</u> | <u>Directors <a href="http://www.naturebridge.org/">http://www.naturebridge.org/</a></u> |

4. Has any owner or principal of the Educational Organization had entered against him or her any judgment, including a stipulated judgment, order, made a plea of nolo contendere, or been convicted of any criminal violation, in connection with the sale of any travel services or educational program in the last 10 years? Yes:  No:

For purposes of this section, "owner" means a person or organization who owns or controls 10 percent or more of the equity of, or otherwise has claim to 10 percent or more of the net income of, the Educational Organization; and "principal" means an owner, an officer of a corporation, a general partner of a partnership, or a sole proprietor of a sole proprietorship.

5. How many full time employees does the organization have? Aprox 160

6. How many office locations does the organization maintain? 4

7. Where are the office locations? Sausalito, Yosemite, Olympic Park, San Francisco

8. Does the organization provide classroom support materials? If so, describe.

Yes, all materials are provided.

9. Does the organization provide a format for post trip evaluation?

Yes - Online

10. Are any of the principals of the organization credentialed and/or experienced teachers? Explain.

Yes, some are credentialed. All have a minimum of 1-2 yrs educational experience.

11. Financial stability:

A. List bank(s), references, including names and contact numbers

N/A

B. Dunn and Bradstreet file number: N/A

C. Has the organization or any principal filed corporate or personal bankruptcy during the preceding 10 years? If yes, please explain on a separate sheet. Yes:  No:

12. List schools (with phone numbers) or educators who have used the organization's services:

Please contact program directors specifically at each campus HI: 415-332-5771; YI: 209-379-9511; OPI: 360-928-3720

13. List any Travel Associations to which organization currently belongs:

N/A

14. List Educational Associations to which organization currently belongs:

N/A

15. Does organization currently hold an appointment from ARC? Yes:  No:  ARC/IATAN No. \_\_\_\_\_

If no, which agency will provide travel agency? Agency name: \_\_\_\_\_

Owner \_\_\_\_\_ ARC/IATAN No. \_\_\_\_\_

16. Has the organization complied with the consumer protection requirements of California's Seller of Travel law? Yes:  No:

VERIFICATION

1. FULL DISCLOSURE: Business and Professions Code section 17555: In addition to other requirements and prohibitions of this article, it is a violation of this article for an educational travel organization to place or use any misleading or untruthful advertising or statements or make a substantial misrepresentation in conducting an educational travel program.
2. PENALTIES: Business and Professions Code section 17556.5: Except as otherwise provided, a person who violates a provision of this article is guilty of a misdemeanor, which offense is punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail for not more than one year, or by both that fine and imprisonment. In addition, upon a conviction of a violation of this article, the court may issue an injunction and prohibit the convicted person from acting as an educational travel organization in the state, in which case the court shall inform the Attorney General of that action.
3. A duly authorized officer of the owning corporation, partnership, or trust must sign and date this verification, and fill in the city and state where signed. I declare under the laws of the State of California that all of the information provided herein, including attachments to this Contract, is true and correct.

Dated: 9-16-13

Print Name and Title of Signer: Jeff Crow, Risk Manager

Signature: Jeff Crow

Signed at: Woodland Hills, CA (insert City and State)



## ADDENDUM TO EDUCATIONAL ORGANIZATION CONTRACT

### 9. (ii) Add to Educational Organization Contract:

OUSD shall annually provide certificate of insurance with Contractor as certificate holder and added as an additional insured for the activities from September 1, 2013 through September 1, 2017 covered by this agreement.

This provision shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries and damages are caused by or result from the negligence or willful misconduct of the Oakland Unified School District, its Superintendent, Board, officers, directors, agents or employees (hereinafter "District").

It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the certificate holder is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the certificate holder by the District requires a showing of direct liability to a third party by the District.

### Indemnification (Paragraph 15 of Educational Organization Contract):

#### Indemnification by District:

The Oakland Unified School District its Superintendent, Board, officers, directors, agents and employees, a governmental entity and a political subdivision of the State of California (hereinafter "District") agrees to indemnify, hold harmless, defend and protect the CONTRACTOR, its officers, directors, agents and employees (hereinafter "CONTRACTOR")(each officer, director, agent and employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of the District, unless the injury or damage resulted from the negligence or the willful misconduct of CONTRACTOR, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the CONTRACTOR is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the CONTRACTOR by the District requires a showing of direct liability to a third party by the District.

#### Indemnification by Contractor:

The CONTRACTOR agrees to indemnify, hold harmless, defend and protect the District (each Superintendent, Board, officer, director, agent or employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of the CONTRACTOR, unless the injury or damage resulted from the negligence or willful misconduct of the District, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the CONTRACTOR to indemnify, hold harmless, or defend the District is (i) subject to the official policies and procedures adopted by the CONTRACTOR, and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the CONTRACTOR, its

officers, directors, agents or employees. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the CONTRACTOR by statute or otherwise, and that any right to indemnification of the District by the CONTRACTOR requires a showing of direct liability to a third party by the CONTRACTOR.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

By: Jeff Crow Date: 9-16-13

  
\_\_\_\_\_  
David Kakishiba  
President, Board of Education

  
\_\_\_\_\_  
G. D. Ye, Ed.D.  
Secretary, Board of Education

## Exhibit B

### Tuition

Tuition to the Yosemite Institute program includes:

- Instruction for groups of approximately 12 students
- One day of instruction and evening program for each night of stay
- 3 meals for each night of stay
- Shared accommodations
- Transportation between accommodations in Boystown and Cran Flat

Tuition does not include transportation to and from Yosemite, personal equipment (daypack, sleeping bag. Etc.), or optional services.

An advance, non-refundable deposit of 25% of the total cost of the program is required to secure a reservation.

To help our scholarship program, a \$2.00 fee is assessed for each participant. Scholarships are available to students unable to afford the entire tuition fee. Find out more about our scholarship program and apply for a scholarship for your group.

- Minimum teaching group size is 12 students
- Schools are required to provide one adult chaperone per 12 students
- Recreation time and cabins are supervised by attending chaperones

### 2013-2014 Rates

| Program Length                      | Youth | Adult |
|-------------------------------------|-------|-------|
| 5 Days, 5 Nights                    | \$487 | \$417 |
| 5 Days, 5 Nights with backpacking*  | \$547 | \$477 |
| 4 Days, 4 Nights                    | \$437 | \$382 |
| 4 Days, 4 Nights with backpacking*  | \$477 | \$417 |
| 3 Days, 3 Nights                    | \$372 | \$332 |
| 2 Days, 2 Nights                    | \$257 | \$227 |
| 1 Day (no overnight accommodations) | \$40  | \$40  |

\*additional transportation fees may apply on backpacking trip

Prices are effective through September 1, 2014. Participation in Yosemite Institute programs is open to all, without regard to race, color or nation origin

For more information, contact Yosemite Institute program director at 209-379-9511 ext. 11

## Tuition

Tuition to the Golden Gate program includes:

- Instruction for groups of approximately 16 students
- One day of instruction and evening program for each night of stay
- 3 meals for each night of stay
- Shared accommodations

Tuition does not include transportation, personal equipment (daypack, sleeping bag. Etc.), or optional services.

An advance, non-refundable deposit of 25% of the total cost of the program is required to secure a reservation.

To help our scholarship program, a \$2.00 fee is assessed for each participant. Scholarships are available to students unable to afford the entire tuition fee. Find out more about our scholarship program and [apply for a scholarship](#) for your group.

- Minimum teaching group size is 12 students
- Schools are required to provide one adult chaperone per 12 students
- Recreation time and cabins are supervised by attending chaperones

### 2013-2014 Rates

| Program Length | Youth    |        | Adult    |        |
|----------------|----------|--------|----------|--------|
|                | Standard | Winter | Standard | Winter |
| 5 Days         | \$402    | \$370  | \$336    | \$304  |
| 4 Days         | \$365    | \$330  | \$303    | \$270  |
| 3 Days         | \$253    | \$230  | \$214    | \$190  |
| 2 Days         | \$187    | \$174  | \$153    | \$142  |
| 1 Day          | \$40     | \$40   | \$33     | \$33   |

Winter rates apply from November 10, 2013 – February 15, 2014. Prices are effective through June 30, 2014. Participation in the Golden Gate program is open to all, without regard to race, color or nation origin

For more information, contact Golden Gate program director at 415-992-4700



## EDUCATIONAL ORGANIZATION CONTRACT ROUTING FORM

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Contractor and OUSD contract originator complete the educational organization contract packet and attach required documents.
3. OUSD contract originator creates the requisition, if appropriate.

Attachment  
Checklist
 Proof of liability insurance naming OUSD as Additionally Insured
OUSD Staff Contact *Emails about this contract should be sent to:*

## Contractor/Agency Information

|                |                                                                                                         |         |              |       |  |     |
|----------------|---------------------------------------------------------------------------------------------------------|---------|--------------|-------|--|-----|
| Business Name  | Nature Bridge                                                                                           | Contact | Jeff Crow    |       |  |     |
| OUSD Vendor #  |                                                                                                         | Title   | Risk Manager |       |  |     |
| Street Address |                                                                                                         | City    |              | State |  | Zip |
| Telephone      | 559-840-7260                                                                                            | Email   |              |       |  |     |
| History        | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |         |              |       |  |     |

## Terms

|                        |                   |                    |               |
|------------------------|-------------------|--------------------|---------------|
| Anticipated start date | September 1, 2013 | Date work will end | June 30, 2017 |
|------------------------|-------------------|--------------------|---------------|

## Budget Information

|                      |                                                                                                                                                                  |                       |                                             |               |  |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------|---------------|--|
| <b>Fiscal Impact</b> | Amount of District funds to be used for contract costs will not exceed <u>\$85,000.00 per fiscal yr</u>                                                          |                       |                                             |               |  |
|                      | Funding source will be: <input type="checkbox"/> General funds <input type="checkbox"/> Restricted funds <input type="checkbox"/> No District funds will be used |                       |                                             |               |  |
| Requisition Number   |                                                                                                                                                                  | Total Contract Amount | Not to exceed <u>\$85,000 per fiscal yr</u> |               |  |
| <b>Resource #</b>    | <b>Resource Name</b>                                                                                                                                             | <b>Org Key</b>        | <b>Object Code</b>                          | <b>Amount</b> |  |
|                      |                                                                                                                                                                  |                       |                                             | \$            |  |
|                      |                                                                                                                                                                  |                       |                                             | \$            |  |
|                      |                                                                                                                                                                  |                       |                                             | \$            |  |

## Approval and Routing (in order of approval steps)

|                                                                                                                                                                                                              |                                                                                                                                                                                                                              |               |                 |      |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|------|---------|
| <input type="checkbox"/> OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> ) |                                                                                                                                                                                                                              |               |                 |      |         |
| 1.                                                                                                                                                                                                           | <b>Administrator / Manager</b> (Originator)                                                                                                                                                                                  | Name          | Phone           | Fax  |         |
|                                                                                                                                                                                                              | Site / Department                                                                                                                                                                                                            |               |                 |      |         |
|                                                                                                                                                                                                              | Signature                                                                                                                                                                                                                    |               | Date Approved   |      |         |
| 2.                                                                                                                                                                                                           | <b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs |               |                 |      |         |
|                                                                                                                                                                                                              | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)                                                                                       |               |                 |      |         |
|                                                                                                                                                                                                              | Signature                                                                                                                                                                                                                    |               | Date Approved   |      |         |
| 3.                                                                                                                                                                                                           | <b>Network or Executive Officer</b>                                                                                                                                                                                          |               |                 |      |         |
|                                                                                                                                                                                                              | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site                                                                                                               |               |                 |      |         |
|                                                                                                                                                                                                              | <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work                                                                                                                          |               |                 |      |         |
| Signature                                                                                                                                                                                                    |                                                                                                                                                                                                                              | Date Approved |                 |      |         |
| 4.                                                                                                                                                                                                           | <b>Risk Management</b>                                                                                                                                                                                                       |               |                 |      |         |
|                                                                                                                                                                                                              | <input type="checkbox"/> Business contracts, insurance, safety and policy compliance are sufficient                                                                                                                          |               |                 |      |         |
| Signature                                                                                                                                                                                                    |                                                                                                                                                                                                                              | Date Approved |                 |      |         |
| 5.                                                                                                                                                                                                           | <b>Board of Education or Superintendent</b> <i>Signature on the legal contract</i>                                                                                                                                           |               |                 |      |         |
| <b>Legal Required if not using standard contract</b>                                                                                                                                                         | Approved                                                                                                                                                                                                                     | <i>Jm</i>     | Denied - Reason | Date | 9/16/13 |
| <b>Procurement</b>                                                                                                                                                                                           | Date Received                                                                                                                                                                                                                |               | PO Number       |      |         |