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Enactment Number	13-2062
Enactment Date	10/9/13 <i>OA</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

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

<b>Action Requested</b>	Approval of Educational Organization Contract between Oakland Unified School District and YMCA of the East Bay A California Non-Profit Corporation for the period of <u>September 1, 2013</u> through <u>June 30, 2016</u> .
<b>Background</b> <i>A one paragraph explanation of why the contract services are needed.</i>	This Educational Organization Contract will cover field trips to the YMCA Outdoor School at Camp Arroyo by various OUSD elementary schools between September 1, 2013 and June 30, 2016.
<b>Discussion</b> <i>One paragraph summary of the scope of work</i>	This contact will include lodging, meals and the outdoor educational program. Camp Arroyo is an environmental education center located in the Livermore hills. Program curriculum relates to the California State Contract standards. Trip curriculum may include lessons designed around sustainable living; learning about the camp's eco-design and integrating conservation into their daily lives; organic gardening; freshwater ecology and water conservation; and learning about the native Ohlone people's culture through hands-on-activities.
<b>Recommendation</b>	Approval of Educational Organization Contract between Oakland Unified School District and YMCA of the East Bay A California Non-Profit Corporation for the period of <u>September 1, 2013</u> through <u>June 30, 2016</u> .
<b>Fiscal Impact</b>	Amount of District funds to be used for contract costs will not exceed \$ <u>93,692</u> Funding source for the contract costs will be: <input type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds <input type="checkbox"/> No District funds will be used Resource Code: _____ - _____
<b>Attachments</b>	Educational Organization Contract

## EDUCATIONAL ORGANIZATION CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and YMCA of the East Bay A California Non-Profit Corporation (CONTRACTOR). 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:

- 1. Services and Scope:** CONTRACTOR shall provide services ("Services" or "Work") as described in Exhibit "A" Educational Organization Compliance Form, attached hereto and incorporated herein by reference.
- 2. Terms:** CONTRACTOR shall commence work on September 1, 2013. The work shall be completed no later than June 30, 2016.
- 3. Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Ninety three thousand six hundred and ninety two Dollars (\$93,692) per fiscal year. See per person rates noted in Exhibit B to Educational Organization Contract and Camp Arroyo Use Agreement Standard Terms Addendum to Educational Organization Contract. 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: See Camp Arroyo Use Agreement Standard Terms - Addendum to Educational Organization Contract.

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.

- 4. 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 \_\_\_\_\_.

### 5. CONTRACTOR Qualifications / Performance of Services:

**a. 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.

**b. 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.

**6. 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.

7. **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: Site Administrator for each school attending camp  
Site /Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: \_\_\_\_\_

**CONTRACTOR:**  
Name: Robert Wilkins  
Title: Chief Executive Officer  
Address: 2330 Broadway  
Oakland, CA 94612  
camparroyo@ymcaeastbay.org  
Phone: 510-451-8039

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 CAMP ARROYO USE AGREEMENT STANDARD TERMS – ADDENDUM TO EDUCATIONAL ORGANIZATION CONTRACT

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 CAMP ARROYO USE AGREEMENT STANDARD TERMS – 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 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: RAW

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:

- a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

21. **Limitation of OUSD Liability:** SEE CAMP ARROYO USE AGREEMENT STANDARD TERMS – ADDENDUM TO EDUCATIONAL ORGANIZATION CONTRACT

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/epl/s/search.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. SEE ALSO CAMP ARROYO USE AGREEMENT STANDARD TERMS – ADDENDUM TO 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 10/10/13  
Date

Superintendent or Designee

[Signature] 10/10/13  
Secretary, Board of Education Date

File ID Number: 13-2205  
Introduction Date: 10/9/13  
Enactment Number: 13-2062  
Enactment Date: 10/9/13  
By: [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: [Signature]  
Attorney at Law

CONTRACTOR

[Signature] 8.29.13  
Contractor Signature Date

ROBERT A WILKINS  
Print Name, Title

**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 elementary schools selected from list provided in Exhibit C

Trip Dates: Various dates between September 1, 2013 and June 30, 2016

Educational Organization Name (including trade or business name):  
YMCA of the East Bay A California Non-Profit Corporation

Prior/Alternative Organization Trade or Business Name used within last 10 years:  
\_\_\_\_\_

Business Address: 5535 Arroyo Road, Livermore, CA 94550

Business Telephone: 925-371-8401

24 Hour Emergency Phone Number Contact: (1) Angie Swank 309-230-3616 (2) Bria Cartwright 510-282-7331

Organization's office nearest tour site: Same as above

Organization Representative and Contact Info: Angie Swank 309-230-3616 eswank@ymcaeastbay.org

**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: \$ See Exhibit B

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

(a) Transportation: Not Provided

(b) Lodging: Included in per student/adult cost

(c) Meals (what if any meals are included in cost): dinner arrival day through lunch departure day included

(d) Is an Educational Leader provided? Yes:  No:  If yes, how many hours per day? 24

(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:

See Exhibit E

Educational Organization Contract

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

See Exhibit F

**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)
See Exhibit E					

2. How long has this Educational Organization been arranging or conducting educational programs? 11 years

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

Name	Position
<u>Operated by YMCA of the East Bay</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? At this location, 7 full-time, 8-11 part time

6. How many office locations does the organization maintain? Camp Arroyo - 1

7. Where are the office locations? 5535 Arroyo Road, Livermore, CA 94550

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

No

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

Teachers are provided an evaluation form at the end of the stay

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

No

Educational Organization Contract

11. Financial stability:

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

See Exhibit E

B. Dunn and Bradstreet file number: \_\_\_\_\_

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:

Portola Elementary, Kelly Rozario 510-879-1450  
Coronado Elementary, Linda Cohen 510-231-1419  
Albany Middle School, Sara Backowski 510-558-3660

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

None

14. List Educational Associations to which organization currently belongs:

None

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

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

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: AUG 29, 2013

Print Name and Title of Signer: Robert Wilkins, Chief Executive Officer

Signature: Robert Wilkins

Signed at: OAKLAND CA (insert City and State)



## **Camp Arroyo**

### **Use Agreement Standard Terms**

#### **Addendum to Educational Organization Contract**

This use of facilities Agreement is between the YMCA of the East Bay, a California non-profit corporation (hereinafter referred to as "YMCA") and the Oakland Unified School District, and shall apply to all OUSD schools noted in Exhibit C which elect to participate in YMCA Camp Arroyo programs during the 2013-2014, 2014-2015, 2015-2016 academic years (hereinafter referred to collectively as "User"). The Agreement provides for use of Camp Arroyo (hereinafter referred to as "Facility") for the activities and purposes as detailed below. Dates of use and financial considerations are addressed in the Educational Organization Contract and school site specific INVOICE.

IN FURTHER CONSIDERATION OF RECEIVING PERMISSION TO ENTER CAMP ARROYO FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

INDEMNIFICATION and INSURANCE: (Paragraphs 1 through 6 of this Addendum replace Paragraphs 9 and 15 of Educational Organization Contract)

1. User agrees to indemnify, hold harmless, defend and protect the YMCA, the East Bay Regional Parks District and the Taylor Family Foundation, Inc. and their officers, directors, agents and employees 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 User, unless the injury or damage resulted from the negligence or the willful misconduct of YMCA, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by User to indemnify, hold harmless, or defend the YMCA is (i) subject to the official policies and procedures adopted by the Board of Education of User ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of User. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to User by statute or otherwise, and that any right to indemnification of the YMCA by User requires a showing of direct liability to a third party by User.

2. YMCA agrees to indemnify, hold harmless, defend and protect User and its Superintendent, State Administrator, Board, officers, directors, agents and employees 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 YMCA, unless the injury or damage resulted from the negligence or willful misconduct of User, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the YMCA to indemnify, hold harmless, or defend User is (i) subject to the official policies and procedures adopted by the YMCA, and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the YMCA. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or

User by the YMCA requires a showing of direct liability to a third party by the YMCA.

3. User and YMCA agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$5 million per occurrence and in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability and completed operation(s), and educator's legal liability coverages, if applicable. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" status, or "additional covered party" status if applicable, to all proposed indemnities, with such coverage to be provided on a "primary" basis.

4. Each Party also represents that for the period of this agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage required by law or regulation, including workers' compensation coverage. With respect to such coverage[s], and upon request, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

5. The Parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this agreement.

6. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

In the event that any portion of this Agreement results in a violation of any law of the State of California, the parties agree that such portion shall be severable, and that the remaining provisions of this Agreement shall continue in full force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) **USE:** User is granted the permit to use Camp Arroyo on the dates set forth in the school site specific INVOICE.
- (b) **ASSIGNMENT:** User shall not assign or sublet this Agreement or any portion thereof without the prior written consent of the YMCA.
- (c) **INSURANCE:** User shall provide certificates of the required insurance that are updated annually and provide notice of cancellation to YMCA. A copy of the certificates and additional insured endorsements must be provided to the YMCA at least 15 days in advance of User's arrival at camp.
- (d) **FOOD SERVICE:** YMCA shall provide meals as set forth in the school site specific INVOICE. User shall inform YMCA of the number of individuals for food service not less than two weeks prior to the beginning of camp. YMCA shall provide all meals, unless the

site is being leased on a "Facility Use Only" basis; or User has fewer than 30 participants and is choosing a vendor from the YMCA's preferred catering list. No individual shall be permitted to use the kitchen or to prepare food at any time.

- (e) **CONDITIONS:** As a condition to holding this camp and receiving this use permit, User shall comply with each of the following conditions:
- i. User shall not violate any city, county, or state law in or about the said Facility and shall comply with all camp rules and regulations now in force or subsequently adopted.
  - ii. Camp Arroyo has a maximum sleeping capacity of 144. Sleeping outdoors or in tents is not permitted.
  - iii. User agrees to complete and return the following forms and any additional forms that may be subsequently requested by the YMCA: Guest Cabin Housing Form; Group Needs Assessment Form; Orientation Guidelines; Table Groups, and Adventure Groups Forms. Forms must be received by YMCA by the specified due dates.
  - iv. The camp sessions shall be conducted under the overall personal supervision of User's Camp Director who will coordinate, control and supervise all camp activities. User's Camp Director may designate a substitute camp director as long as said substitute meets established qualification guidelines (e.g. CPR, First Aid certified etc.) and is covered by the insurance provided. User's Camp Director is responsible for immediately communicating in writing any unsafe conditions or problems to the YMCA Camp Arroyo Camp Director.
  - v. Any additions to the site made by the User shall only be temporary in nature; and approved by YMCA Camp Arroyo in writing prior to installation; and comply with the list of approved temporary additions /changes attached to this Agreement and marked Exhibit A, when applicable to User's camp. User is responsible for the removal and, if necessary, the disposal, of all materials used in the temporary addition.
  - vi. No signs or barriers shall be placed or used in the Camp without the prior written authorization of the YMCA. Nothing shall be nailed or tacked to trees or other vegetation or structures.
- (f) **UTILITIES:** The YMCA of the East Bay shall provide water, electricity, and garbage disposal on a "normal use" basis without charge to the User.
- (g) **JANITORIAL:** The YMCA shall provide janitorial service prior to User's arrival and after User's departure. User agrees be responsible for the cleaning of the cabins during its stay.
- (h) **HEALTH & SAFETY:** User shall be primarily responsible for all first aid and the administration of medical supervision or treatment.
- i. User agrees to furnish qualified staff for health care needs and supervision, including, but not limited to, CPR and First Aid certification.
  - ii. User shall bring and have available at all times a current list of participants that includes: names, and addresses, emergency contact information, allergies and health conditions and in addition for each minor under the age of 18, a signed

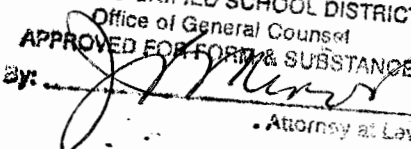
form granting permission to User for emergency medical treatment or a signed waiver exempting them from emergency treatment due to religious or personal beliefs.

- iii. User is responsible for all emergency and non-emergency transportation.
  - iv. The YMCA prohibits hunting, fireworks, firearms, ammunitions or explosives at the Facility. The use of gasoline, flammables, poisonous substances and hand and power tools are also prohibited.
  - v. User will prohibit smoking except in designated areas and is responsible for warning all participants of the hazards of smoking outside of the designated areas at the Facility. Open fires are not permitted. BBQ units are permitted only with prior authorization and only under the supervision of YMCA staff.
  - vi. Use of vehicles at the Facility is restricted to roads and parking areas. The speed limit on all Facility roads is 10 mph. Speed limit is strictly enforced.
- (i) **POOL AREA USE:** No one shall enter the pool area unless a YMCA lifeguard, or one approved by YMCA is present. The pool will be available for use May 1 through October 15, weather permitting.
- (j) **CLIMBING WALL/CHALLENGE COURSE:** No one shall enter the climbing wall or challenge course areas unless a YMCA staff person, or one approved by YMCA, is present. The climbing wall will be available for use weather permitting. All participants must be at least 10 years of age, and free of medical or physical conditions, which might create undue risk to himself/herself or to others.
- (k) **USER PERSONNEL:** YMCA reserves the right to require User to remove from the Facility any persons, who in the sole discretion of the YMCA, are creating a disturbance or who are otherwise disrupting activities at YMCA Camp Arroyo. User agrees to permit only authorized persons to enter Camp Arroyo and shall take all reasonable steps to report/remove unauthorized persons from the Facility. User shall provide at least one adult chaperone/counselor, age 18 or older, for every 11 campers.
- (l) **OTHER FEES, COSTS AND EXPENSES:** The Guaranteed Minimum Fee is based on the number of persons guaranteed by the User. The fee is based on the guaranteed number whether or not the number of actual participants is fewer. The fee also applies if the User terminates this Agreement without 60 days prior written notice or does not attend Camp.
- (m) **MISCELLANEOUS:** User warrants that the person signing this Agreement has the authority to execute this Agreement on its behalf.
- i. This Agreement may be altered or amended only by written agreement of both parties.
  - ii. User agrees that the total number of its group will not exceed the building maximum at any time.
- (n) **ATTORNEYS' FEES:** If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action as determined by a court or arbitrator shall be entitled to recover from the party not prevailing its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.

- (o) **SPECIAL RIGHT OF TERMINATION FOR BREACH:** In the event, after warning by authorized YMCA, The Taylor Family Foundation, or the East Bay Regional Parks District personnel or their agents, User continues to fail to perform any requirement of this Agreement, YMCA shall have the right to terminate this Permit by notice to any officer of User, User's Camp Director or substitute or other User personnel in charge, whereupon User shall immediately terminate its use of the Facility and cause all participants to promptly remove any equipment or other personal property owned by User's participants.
- (p) **CANCELLATION:**
- i. The YMCA must receive written notice of cancellation from the User 90 days prior to arrival day or the User shall forfeit the deposit for the use of Camp Arroyo. The User will forfeit 50% of the remaining balance of the total camp fee due if the YMCA receives notice of cancellation by the user in less than 60 days before arrival day. The User will forfeit 80% of the total camp fee if the YMCA receives notice of cancellation by the user less than 30 days prior to the arrival day. The User will forfeit the total camp fee if the YMCA receives notice of cancellation less than 14 days prior to arrival day.
  - ii. If the YMCA closes Camp Arroyo or is unable to make the Facility available to User for any reason, the YMCA will promptly give notice to User, and the YMCA will process a full refund of all fees and deposits which shall be the sole obligation of YMCA to User. This Agreement may be terminated at any time by YMCA by giving User thirty (30) days prior written notice.

USER HAS READ, UNDERSTANDS, AGREES TO BE BOUND BY AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

<b>USER:</b>	<b>YMCA of the East Bay</b>
<b>Signature</b>	<b>Signature</b>
<b>Name (printed)</b>	<b><u>Robert Wilkins</u></b> <b>Name (printed)</b>
<b>Title</b>	<b><u>Chief Executive Officer</u></b> <b>Title</b>
<b>Date</b>	<b>Date</b>

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:  . Attorney at Law



## Exhibit B

### **2013 - 2014**

3 day - \$210 per student, \$180 per adult

4 day - \$242 per student, \$205 per adult

5 day - \$274 per student, \$207 per adult

### **2014 - 2015**

3 day - \$229 per student, \$197 per adult

4 day - \$264 per student, \$225 per adult

5 day - \$300 per student, \$228 per adult

### **2015 - 2016**

3 day - \$250 per student, \$216 per adult

4 day - \$289 per student, \$246 per adult

5 day - \$328 per student, \$250 per adult

### **2016 - 2017**

3 day - \$273 per student, \$236 per adult

4 day - \$315 per student, \$269 per adult

5 day - \$359 per student, \$274 per adult

### **2017 - 2018**

3 day - \$298 per student, \$258 per adult

4 day - \$345 per student, \$295 per adult

5 day - \$390 per student, \$300 per adult

### **YMCA Camp Arroyo**

5535 Arroyo Road, Livermore, CA 94550

Ph. (925) 371-8401

Fax (925) 455-7977

Email: [camparroyo@ymcacasbay.org](mailto:camparroyo@ymcacasbay.org)

## **Exhibit C**

### **OUSD Schools at Camp Arroyo 2013 – 2014**

Exhibit C reflects those OUSD schools currently scheduled to attend during 2013-14 school year and is subject to change. An updated list will be provided at beginning of the first and second semester of each school year throughout the term of the agreement.

Franklin Elementary, 915 Foothill Blvd., Oakland, CA 94606, (510) 874-3354

Lincoln Elementary, 225 11<sup>th</sup> Street, Oakland, CA 94607, (510) 874-3372

Sequoia Elementary, 3730 Lincoln Avenue, Oakland, CA 94602, (510) 531-6696

Oakland High School, Public Health Academy, 1023 MacArthur Blvd, Oakland, CA 94610  
(510) 889-3040

Hoover Elementary, 890 Brockhurst Street, Oakland, CA 94606, (510) 879-1700

**Exhibit D**

**Invoice No.** (insert invoice number)

Signed Invoice & Deposit Due: (insert date)

**The YMCA at Camp Arroyo**  
 5535 Arroyo Road, Livermore, CA 94550  
 (925) 371-8401 ph (925) 455-7977 fax  
 email:camparroyo@ymcaeastbay.org

**Invoice**

**School Name:**  
**Primary Contact:**

**Address:**  
**Tel:**           **Fax:**

**Arrival:**  
**Departure:**

Qty	Description	Unit Price	Total
	<b>Fees for Outdoor School Trip</b>		
	Students @ \$ per student		\$ -
	Adults/Teachers @ \$ per person (1:11 minimum ratio required)		\$ -
	<i>Additional students/adults will be billed at the unit price.</i>		
	<b>Total Trip Fee</b>		
	<b>Adjustments</b>		
	<b>Less Scholarship**</b>		
	<i>**if funds are denied or differ from quote, the school will be notified and have 2 weeks from notification to cancel contract. If school does not cancel contract within 2 weeks of notification, cancellation policy and guaranteed minimum fees will apply as indicated below.</i>		
	<b>Amount Due</b>		
	<b>25% Deposit due</b>		
	<b>Remaining balance due (minus deposit)</b>		

**Guaranteed Minimum Fee: \$ Based on Minimum Guaranteed Participants:** \_\_\_\_\_ **students / Adults**

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

**Maximum Participant Limit:** \_\_\_\_\_ **students / Adults**

**Our Check Policy:**

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

**Please acknowledge your acceptance of this Facility Invoice by signing and dating this form below and sending it with your deposit by the due date indicated above to the Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to YMCA Camp Arroyo.**

X \_\_\_\_\_  
**Authorized Signature**

**Date:** \_\_\_\_\_

**Name (printed)** \_\_\_\_\_

**Title** \_\_\_\_\_



## **Exhibit E**

Included Services – Training consists of an annual 10-day program including:

- Site orientation
- Program orientation, including introduction to schedule, logistics, operations
- Curriculum training
- Pedagogy, including Group Management training
- Ropes Course Facilitation training
- Child Abuse Prevention training
- Fingerprinting
- New Hire Orientation
- OEE Staff manual overview

### **Qualifications**

- Prefer at least 2 years experience in environmental education programs, especially residential programs
- At least a four-year degree or equivalent experience
- Experience working with a diversity of children from all socioeconomic and cultural backgrounds
- Ability to work flexible work hours
- Effective communication and interpersonal skills
- Positive management skills with children
- Ability to walk up to 5 miles per day
- Current first Aid and CPR certification, with AED training

**Fingerprinting/TB Clearance**—All employees of The YMCA at Camp Arroyo have submitted fingerprints to the State of California Department of Justice for a criminal records check and have received clearances. Additionally our employees are required to complete a mandatory child abuse prevention training, member involvement orientation, as well as developmental and skill specific trainings. Employees of Camp Arroyo do not share living/sleeping quarters with students attending our program.

## Exhibit F

### Strategic Plans:

**Literacy:** Students are led through journaling activities during their lessons to incorporate concepts and vocabulary related to each lesson. In addition, they are encouraged to journal, write letters, and read during quiet times in their cabins. During longer programs, students perform skits to express a story that they create.

**Health and Wellness:** All lessons are conducted outdoors with a focus on experiential activities. All lessons include kinesthetic and interactive elements including hikes up to 3 miles in length. Among the curriculum units, staff encourage students to use local recreational areas to continue the physical activities to which they are introduced while at Camp Arroyo.

### Values:

Students are introduced to the Core Values when they first arrive to the OEE program through a short play demonstrating how the Values can be incorporated in daily program life. The instructors refer to the Values when managing negative behaviors during the week.

<b>Outcome Areas</b> <i>(example)</i>	<b>Outcomes</b> <i>(example)</i>	<b>Method</b> <i>(example)</i>	<b>Indicators</b> <i>(example)</i>
<i>Knowledge</i>	<i>As a result of this program children and their parents will be knowledgeable about engaging in a healthy lifestyle.</i>	<i>Incorporate opportunities for participants to learn about healthy lifestyles through the food pyramid table and the kids fitness zone activities.</i>	<i>Participants will be able to identify 2 exercises and activities that they can do at home to engage in a healthy lifestyle. Parents will have one recipe that they can incorporate in their weekly cooking. Evaluations will indicate that 65% of the participants have a good understanding of methods to engage in healthy lifestyles.</i>
<i>Knowledge</i>  <i>(Do they know about it? What will they learn from it?)</i>	Students will know key state standard concepts through the natural world around them.	Naturalists will design lessons to deliver at least 2 concepts and 3 vocabulary terms per lesson.	Students will be able to describe at least 3 concepts/terms in their own words at the end of the trip  Post-trip feedback from teachers will indicate increased understanding of concepts.
<i>Skills</i>  <i>(do they know how to do it?)</i>	Students will gain at least one skill in relation to each lesson.	Naturalists will include skill practices in each lesson (eg, field guide use, planting, binocular use, hiking, survival	Students will be able to display at least one skill learned at the end of the program.

		skills, etc.)	
<p><b>Connections</b></p> <p><i>(Are they connected to resources and people?)</i></p>	<p>Students will develop an appreciation of their role in a living group.</p> <p>Students will build strong relationships with people who they didn't know before they arrived.</p>	<p>Students will be given shared responsibilities for program duties including meal set-up and clean-up, cabin cleaning.</p> <p>Students will be grouped with others with whom they are not familiar. Staff will actively seek out and take responsibility for the lost students-those without a buddy, those who are quiet, those who don't seem to fit in, those who are obvious and those who are not so obvious and are almost invisible.</p>	<p>Through daily check-ins with cabin chaperones and naturalists, awards will be given to cabins and individuals demonstrating the Core Values, volunteering to help with program duties, respecting others' space and belongings, and being prepared for all activities.</p> <p>These "lost" students will display increased interaction with others and more involvement in lessons.</p>
<p><b>Behaviors</b></p> <p><i>(Are they doing it?)</i></p>	<p>Students will take action steps towards becoming more sustainable at home and at school.</p>	<p>During each lesson, Naturalists will introduce at least one action step related to the concepts introduced in the lesson that the students can take upon returning to home or school.</p>	<p>At the end of the trip, students will generate ideas for action steps and make a pledge to make these changes within the next week.</p> <p>Post-trip feedback from teachers will be conducted to gauge student changes in behavior at home and school and indicate at least 1 classroom action or 2/3 of the students engaging in sustainable actions at home.</p>
<p><b>Motivation</b></p> <p><i>(Why do they want to do it? Why should they do it?)</i></p>	<p>Students will understand the impact of environmental concerns on their own lives, families, and communities.</p>	<p>Naturalists will lead discussions and activities that directly relate at least 3 concepts during the trip directly to the students' lives.</p>	<p>Students will be able to share with their families at least one fact and action item in which they can make a direct impact on their own communities.</p>

Attitudes/Values/Beliefs	Students will use more	Naturalists will	Staff will listen for
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<i>(What do they think about it? How do they value it?)</i>	positive, specific and supportable words to describe themselves than they did when they arrived.	proactively introduce group interaction expectations and actively encourage the use of positive language between all participants.	and write down any statements made by students indicating change in language: these will be shared at the end of each week.
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Educational Travel Organization Information – Item 1.

Since the Spring of 2002 Camp Arroyo has had a total of 34,691 participants that have attended our OEE program (students, chaperones, teachers). Since 2002, we have had approximately 125 different schools attend our program. The number of injuries to participants (during the last 5 years) has been 7. The number of substantiated complaints (during the last 5 years) has been 0.

Educational Travel Organization Information- Item 11

**Bank Reference:**

Wells Fargo Bank

Naomi Fukumori

East Bay Commercial Banking

(510) 464-1937

One Kaiser Plaza, Suite 850

Account# 4103-136412

Oakland, CA 94612

D&B #079073938

Vendor References:

Cintas First Aid

various accounts

Phone: (510) 895-1595

1625 Neptune Drive

Rich Benitez

San Leandro, CA 94577

Ledyard

Acct# 10370

Phone: (831) 465-3208

P.O. Box 1801

Cristin

Santa Cruz, Ca 95051-1801

Laidlaw

Phone: (510) 237-6365

436 Parr Blvd.

Bobbi or Brian

Richmond, CA 94801



# Curriculum Objectives & Correlation to State Standards

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## WILD PLACES LESSON

### Objectives for "Wild Places" Lesson

- Students will have a fun, safe and positive introduction to the natural world.
- Students will learn how to handle and respect animals and plants that they encounter.
- Students will learn the importance of interrelationships between animals and plants, such as the food chain and the food web.
- Students will be able to differentiate between producers, consumers, and decomposers. Students will also be able to explain the differences between predators and prey.
- Students will learn about the water and air cycles.
- Students will be able to recite the four main ingredients for life: sun, soil, water and air.
- Students will learn that leaves are plants' green factories that absorb the sun's energy to produce our food through the process of photosynthesis.
- Students will be able to say which plants and animals are suited for a particular ecosystem through adaptations.
- Students will learn that each environment can only support enough organisms as it has resources for.

### Standards Covered by "Wild Places" Lesson

#### Grade Four

##### *Life Sciences*

- 2a. Students know how plants are the primary source of matter and energy entering most food chains.
- 2b. Students know producers and consumers (herbivores, carnivores, omnivores, and decomposers) are related in food chains and food webs and may compete with each other for resources in an ecosystem.
- 2c. Students know decomposers, including many fungi, insects, and microorganisms, recycle matter from dead plants and animals.
- 3a. Students know ecosystems can be characterized by their living and non-living components.
- 3b. Students know that in any particular environment, some kinds of plants and animals survive well, some survive less well, and some cannot survive at all.
- 3c. Students know many animals depend on plants for pollination and seed dispersal, and animals depend on plants for food and shelter.

##### *Life Sciences: Investigation and Experimentation*

- 6a. Differentiate observation from inference (interpretation)
- 6c. Formulate and justify predictions based on cause-and-effect relationships.

#### Grade Five

##### *Earth Sciences: Investigation and Experimentation*

- 6a. Classify objects (e.g., rocks, plants, leaves) in accordance with appropriate criteria.

#### Grade Six

##### *Earth Science: Ecology (Life Science)*

- 5a. Students know energy entering ecosystems as sunlight is transferred by producers into chemical energy through photosynthesis and then from organism to organism through food webs.
- 5b. Students know matter is transferred over time from one organism to others in the food web and between organisms and the physical environment.
- 5c. Students know populations of organisms can be categorized by the functions they serve in an ecosystem.
- 5d. Students know different kinds of organisms may play similar ecological roles in similar biomes.
- 5e. Students know the number and types of organisms an ecosystem can support depends on the resources available and on abiotic factors, such as quantities of light and water, a range of temperatures, and soil composition.

YMCA EAST BAY OUTDOOR SCHOOL AT CAMP ARROYO  
CURRICULUM CORRELATION TO CALIFORNIA STATE STANDARDS

## CRESTA BLANCA LESSON

### Objectives for Cresta Blanca Hike

- Every student will experience the success of making it to the top of Cresta Blanca.
- Students will be introduced to erosion, which is a change caused in nature by wind and water. Change can also occur quite quickly through earthquakes, mudslides, and/or human impact.
  - Students will learn the impact of water reshaping the land and how it carries sand and silt down the hills to someplace else, such as valleys and water bodies.
- Students will identify the three types of rock: igneous, metamorphic, and sedimentary.
- Students will learn about the rock cycle.
- Students will know the three main layers of the Earth: core, mantle, and crust.
- Students will learn how mountains are formed through the work of plates and tectonics.
- Students will learn about the importance of watersheds and the history of the Arroyo del Valle watershed.
- Students will learn about the impact of pollution on a watershed.

### Standards Covered by Cresta Blanca Hike

#### Grade Four

##### *Earth Sciences*

- 4a. Students know how to differentiate among igneous, sedimentary, and metamorphic rocks by referring to their properties and methods of formation (the rock cycle).
- 5a. Students know some changes in the earth are due to slow processes, such as erosion, and some changes are due to rapid processes, such as landslides, volcanic eruptions, and earthquakes.
- 5b. Students know natural processes, including freezing and thawing and the growth of roots, cause rocks to break down into smaller pieces.
- 5c. Students know moving water erodes landforms, reshaping the land by taking it away from some places and depositing it as pebbles, sand, silt, and mud in other places (weathering, transport, and deposition).

#### Grade Five

##### *Earth Sciences: Investigation and Experimentation*

- 6a. Classify objects (e.g. rocks, plants, leaves) in accordance with appropriate criteria.

#### Grade Six

##### *Earth Science: Plate Tectonics and Earth's Structure*

- 1a. Students know evidence of plate tectonics is derived from the fit of the continents; the location of earthquakes, volcanoes, and midocean ridges; and the distribution of fossils, rock types, and ancient climatic zones.
- 1b. Students know earth is composed of several layers: a cold brittle lithosphere; a hot, convecting mantle; and a dense, metallic core.
- 1c. Students know lithospheric plates the size of continents and oceans move at rates of centimeters per year in response to movements in the mantle.
- 1d. Students know that earthquakes are sudden motions along breaks in the crust called faults and that volcanoes and fissures are locations where magma reaches the surface.
- 1e. Students know major geologic events, such as earthquakes, volcanic eruptions, and mountain building, result from plate motions.
- 1f. Students know how to explain major features of California geology (including mountains, faults, volcanoes) in terms of plate tectonics.

##### *Earth Science: Shaping Earth's Surface*

- 2a. Students know water running downhill is the dominant process in shaping the landscape, including California's landscape.
- 2b. Students know rivers and streams are dynamic systems that erode, transport sediment, change course, and flood their banks in natural and recurring patterns.
- 2d. Students know earthquakes, volcanic eruptions, landslides, and floods change human and wildlife habitats.

##### *Earth Science: Energy in the Earth*

- 4c. Students know heat from the Earth's interior reaches the surface primarily through convection.

##### *Earth Science: Investigation and Experimentation*

- 7g. Interpret events by sequence and time from natural phenomena (e.g. the relative age of rocks and intrusions.)

YMCA EAST BAY OUTDOOR SCHOOL AT CAMP ARROYO  
CURRICULUM CORRELATION TO CALIFORNIA STATE STANDARDS

## ORGANIC GARDEN LESSON

### Objectives for the Organic Garden Lesson

- Students will learn about the impact that chemicals have in the food web and in our watersheds in a way that students will not be scared into fearing the food that they have access to.
- Students will know the meaning of organic and methods that we use so we don't have to use chemicals. (*i.e.* weeding by hand, compost as fertilizer, companion planting, etc.)
- Students will learn about compost (the process of turning kitchen and yard scraps into soil) and the importance of the FBI (fungus, bacteria and invertebrates) in decomposition.
- Students will learn about the importance of taking care of our soil and water.
- Each student will taste food that is growing in the garden and participate in cooking, if possible.
- Each student will help with the maintenance of the garden through weeding, watering, and compost.

### Standards Covered by Organic Garden Lesson

#### Grade Four

##### *Life Sciences*

- 2c. Students know decomposers, including many fungi, insects, and microorganisms, recycle matter from dead plants and animals.
- 3b. Students know that in any particular environment, some kinds of plants and animals survive well, some survive less well, and some cannot survive at all.
- 3c. Students know many plants depend on animals for pollination and seed dispersal, and animals depend on plants for food and shelter.
- 3d. Students know that most microorganisms do not cause disease and that many are beneficial.  
*Science: Investigation and Experimentation*
- 6c. Formulate and justify predictions based on cause-and-effect relationships.

#### Grade Five

##### *Life Sciences*

- 2e. Students know how sugar, water, and minerals are transported in a vascular plant.
- 2f. Students know plants use carbon dioxide (CO<sub>2</sub>) and energy from sunlight to build molecules of sugar and release oxygen.

##### *Earth Sciences*

- 3a. Students know most of Earth's water is present as salt water in the oceans, which cover most of Earth's surface.
- 3d. Students know that the amount of fresh water located in rivers, lakes, under-ground sources, and glaciers is limited and that its availability can be extended by recycling and decreasing the use of water.

#### Grade Six

##### *Earth Science: Ecology (Life Science)*

- 5a. Students know energy entering ecosystems as sunlight is transferred by producers into chemical energy through photosynthesis and then from organism to organism through food webs.
- 5b. Students know matter is transferred over time from one organism to others in the food web and between organisms and the physical environment.

## ECO-DESIGN LESSON

### Objectives for "Eco-Design" Lesson

- Students will learn that there are alternatives to building and become aware of different possibilities through the tour of camp.
- Students will form a connection between the objects they recycle and products that can be made from them.
- Students will form an understanding that solar energy works because of electrons moving.
- Students will learn how to make parallel and series circuits.
- Students will learn about different forms of energy, their respective impacts on the earth, and how most energy becomes heat energy.
- Students will learn about the efficiency of light bulbs.
- Students will learn the difference between nonrenewable and renewable resources.
- Students will learn the natural origin of materials used to make common objects.



**YMCA EAST BAY OUTDOOR SCHOOL AT CAMP ARROYO  
CURRICULUM CORRELATION TO CALIFORNIA STATE STANDARDS**

**Standards Covered by "Eco-Design" Lesson**

Grade Four

*Physical Sciences*

- 1a. Students know how to design and build simple series and parallel circuits by using components such as wires, batteries, and bulbs.

Grade Five

*Physical Sciences*

- 1b. Students know all matter is made of atoms, which may combine to form molecules.

Grade Six

*Earth Science: Heat (Thermal Energy) (Physical Science)*

- 3b. Students know that when fuel is consumed, most of the energy released becomes heat energy.

*Earth Science: Resources*

- 6a. Students know the utility of energy sources is determined by factors that are involved in converting these sources to useful forms and the consequences of the conversion process.
- 6b. Students know different natural energy and material resources, including air, soil, rocks, minerals, petroleum, fresh water, wildlife, and forests, and know how to classify them as renewable and nonrenewable.
- 6c. Students know the natural origin of the materials used to make common objects.

**English-Language Arts**

Grade Four

*Listening and Speaking*

- 1.0 Students will listen critically and respond appropriately to oral communication.

*Comprehension*

Students will ask thoughtful questions and respond to relevant questions with appropriate elaboration in oral settings.

*Organization and Delivery of Oral Communication*

- 1.5 Present effective introductions and conclusions that guide and inform the listener's understanding of important ideas and evidence.

Grade Five

*Listening and Speaking*

- 1.0 Students deliver focused, coherent presentations that convey ideas clearly and relate to the background and interests of the audience.

**VOICES OF THE PAST LESSON**

**Objectives for "Voices of the Past" Lesson**

- Students will learn about the culture of the Native Americans from this area through stories, games, language, and hands-on demonstrations, such as cordage-making, fire-building, pump drills, mortar and pestle.
- Students will learn how the Native people respected nature and emphasized conservation for their future survival.

**Standards Covered by "Voices of the Past" Lesson**

Grade Four

*History-Social Science*

- 4.1-3 Students describe how the various regions of California, including how their characteristics and physical environments (e.g., water, landforms, vegetation, climate) affect human activity.
- 4.2 Students describe the social, political, cultural, and economic life and interactions among people of California from the pre-Columbian societies to the Spanish mission and Mexican rancho periods.
- 4.2-1 Discuss the major nations of California Indians, including their geographic distribution, economic activities, legends and religious beliefs; and describe how they depended on, adapted to, and modified the physical environment by cultivation of the land and use of sea resources.
- 4.2-5 Describe the daily lives of the people, native and non-native, who occupied the presidios, missions, ranchos, and pueblos.

*Creative Expression: Skills, Processes, Material, and Tools*

- 2.4 Use fibers or other materials to create a simple weaving.

**YMCA EAST BAY OUTDOOR SCHOOL AT CAMP ARROYO  
CURRICULUM CORRELATION TO CALIFORNIA STATE STANDARDS**

Grade Five

*History-Social Science: U.S. History and Geography: Making a New Nation*

1. Describe how geography and climate influenced the way various nations lived and adjusted to the natural environment, including locations of villages, the distinct structures that they built, and how they obtained food, clothing, tools, and utensils.
2. Describe their varied customs and folklore traditions.

Grade Six

*History-Social Science: World History and Geography: Ancient Civilizations*

2. Describe the hunter-gatherer societies, including the development of tools and the use of fire.

## **FRESHWATER ECOLOGY LESSON**

### **Objectives for “Freshwater Ecology” Lesson**

- Students will understand what watersheds are and why they are important.
- Students will understand the water cycle.
- Students will recognize the importance of water conservation.
- Students will perform water quality testing at the Arroyo Del Valle.
- Students will participate in a stream collection and a macro invertebrate investigation.

### **Standards Covered by “Freshwater Ecology” Lesson**

Grade Four

*Life Sciences*

- 2a. Students know how plants are the primary source of matter and energy entering most food chains.
- 2b. Students know producers and consumers (herbivores, carnivores, omnivores, and decomposers) are related in food chains and food webs and may compete with each other for resources in an ecosystem.
- 2c. Students know decomposers, including many fungi, insects, and microorganisms, recycle matter from dead plants and animals.
- 3a. Students know ecosystems can be characterized by their living and non-living components.
- 3b. Students know that in any particular environment, some kinds of plants and animals survive well, some survive less well, and some cannot survive at all.
- 3c. Students know many animals depend on plants for pollination and seed dispersal, and animals depend on plants for food and shelter.

*Life Sciences: Investigation and Experimentation*

- 6a. Differentiate observation from inference (interpretation)
- 6c. Formulate and justify predictions based on cause-and-effect relationships.

Grade Five

*Life Sciences*

- 3a. Students know most of Earth’s water is present as salt water in the oceans, which cover most of Earth’s surface.
- 3d. Students know that the amount of fresh water located in rivers, lakes, under-ground sources, and glaciers is limited and that its availability can be extended by recycling and decreasing the use of water.

*Earth Sciences: Investigation and Experimentation*

- 6a. Classify objects (e.g., rocks, plants, leaves) in accordance with appropriate criteria.

Grade Six

*Earth Science: Ecology (Life Science)*

- 5a. Students know energy entering ecosystems as sunlight is transferred by producers into chemical energy through photosynthesis and then from organism to organism through food webs.
- 5b. Students know matter is transferred over time from one organism to others in the food web and between organisms and the physical environment.
- 5c. Students know populations of organisms can be categorized by the functions they serve in an ecosystem.
- 5d. Students know different kinds of organisms may play similar ecological roles in similar biomes.
- 5e. Students know the number and types of organisms an ecosystem can support depends on the resources available and on abiotic factors, such as quantities of light and water, a range of temperatures, and soil composition.

*Earth Science: Shaping Earth’s Surface*

**YMCA EAST BAY OUTDOOR SCHOOL AT CAMP ARROYO  
CURRICULUM CORRELATION TO CALIFORNIA STATE STANDARDS**

- 2a. Students know water running downhill is the dominant process in shaping the landscape, including California's landscape.
- 2b. Students know rivers and streams are dynamic systems that erode, transport sediment, change course, and flood their banks in natural and recurring patterns.

## **EVENING PROGRAMS**

### **Objectives for Night Walk**

- Students will become comfortable walking in the dark without flashlights.
- Students will be introduced to constellations, myths, and astronomy.
- Students will gain sensory awareness through structured activities.

#### Grade 5

##### *Earth Sciences*

- 5a. Students know the Sun, an average star, is the central and largest body in the solar system and is composed primarily of hydrogen and helium.
- 5b. Students know the solar system includes the planet Earth, the Moon, the Sun, eight other planets and their satellites, and smaller objects, such as the asteroids and comets.
- 5c. Students know the path of a planet around the Sun is due to the gravitational attraction between the Sun and the planet.

### **Objectives for the Organized Dance**

- Students will learn basic line dances that progress from simple to complicated.
- Students will have gain skills and confidence from the line dances.

#### Grade 4

##### *Visual and Performing Arts: Dance Content*

- Demonstrate mental concentration and physical control in performing dance skills.
- Create, develop, and memorize set movement patterns and sequences.
- Demonstrate additional partner and group skills (e.g., imitating, leading/following, mirroring, calling/responding, echoing.)

#### Grade 5

- 1.1 Demonstrate focus, physical control, (e.g., proper alignment, balance), and coordination in performing locomotor and axial movement.

#### Grade 6

##### *Visual and Performing Arts: Dance Content*

- 1.1 Demonstrate focus, physical control, coordination, and accurate reproduction in performing locomotor and axial movement.

### **Objectives for the Student Skit Night**

- Students will work together in their cabin group to develop, practice, and perform a skit for their peers.

#### Grade 5

##### *Visual and Performing Arts: Visual Arts*

- 2.6 Use perspective in an original work of art to create a real or imaginary scene.

## The YMCA of the East Bay Outdoor School at Camp Arroyo Environmental Education Curriculum

*Camp Arroyo Outdoor School's curriculum actively engages students in experiential learning, critical thinking and problem solving through a multi-disciplinary program which meets State Standards. Schools from around the Bay area bring groups of 4<sup>th</sup> through 6<sup>th</sup> graders for a 3-, 4- or 5-day program. Students are assigned to a naturalist-led group and together they participate in character development activities, night programs, team-building initiatives, and six lessons designed around sustainable living.*

*We are conveniently located in the Livermore Valley. Our state-of-the-art facility is a model of eco-friendly design, with a straw bale dining hall, solar panels, radiant heat in the cabins and a number of additional environmental features that make Camp Arroyo truly a model of what it teaches.*

*For more information, or to reserve your classes visit, contact Angie Swank, Senior Program Director, at (925)455-7976 or [aswank@ymcaeastbay.org](mailto:aswank@ymcaeastbay.org). Visit us on the web at [www.camparroyo.org](http://www.camparroyo.org).*

### **CORE CURRICULUM**

**Eco-Awareness:** Students use the green architecture of camp as a model for learning about natural resources and conservation. They learn how they, as young people, can integrate conservation into their everyday lives. They also experiment with renewable energy and learn how camp's design incorporates the sun as a source of energy.

**Organic Gardening:** Students connect to the source of their food through activities based on all stages of the growing cycle, such as planting, weeding, harvesting, cooking, and composting. They also learn about our worm composting systems and the role that chickens play in our garden. The garden includes reflective activities, such as writing and art.

**Wild Places:** Students explore the 138 acres of oak woodlands and riparian areas that surround camp and learn how the plants and animals fit into this environment. Our naturalists use a variety of hands-on games, scavenger hunts, and activities to connect students to the flora and fauna that surround them. Students are equipped with field guides, binoculars, magnifying glasses and variety of other tools to give them a closer look at nature.

**Hike to Cresta Blanca:** Students spend the lesson hiking to the top of the hills overlooking Lake Del Valle. This three mile hike focuses on geology, watersheds, and most importantly personal accomplishment!

**Freshwater Ecology:** Students will learn about the importance of water conservation through hands-on activities that explore the water cycle and local watersheds. Students will also participate in a study of the Arroyo Del Valle that will include collection of macro invertebrates and conducting water quality tests.

**Voices of the Past:** Students learn about the native Ohlone people's culture through hands on activities in our Ohlone village. Students have the opportunity to make fire with sticks, use pump drills, make cordage, and grind food with mortar and pestles. They also learn how the Ohlone culture emphasized conservation for future generations.

**Climbing Wall:** Students will challenge themselves to climb our 40 ft high outdoor climbing wall. They are attached to a harness and belayed by the highly trained staff at Camp Arroyo. This is a 'Challenge by Choice' activity, meaning students are encouraged to push themselves but are not required to go any further than they are comfortable.

**Elective:** The elective was designed to make students specialists in one of the above curriculum areas. Sample electives include painting on canvasses in the garden, making worm bins to take to their schools, solar cooking with the garden's produce, building an Ohlone shade structure, designing solar cars, birding with binoculars, and many more!

### **NIGHT PROGRAMS**

**Staff Campfire:** During the first night at Outdoor School, the naturalists perform interactive skits and songs that relate to the concepts that students will be learning about while they are at camp, such as **Fungus Bacteria Invertebrates (FBI)**, scat and compost.

**Night Walk (4- or 5-day programs ONLY):** The night walk, which occurs on the second night, was designed to make students comfortable with being in the dark without flashlights. The naturalists lead their small group on a variety of sensory-awareness activities and introduce them to astronomy.

**Dance:** The organized dance offers a safe and fun introduction to dancing through naturalist-led line dances and non-traditional group dances. It was designed for both students who do and do not feel comfortable about dancing.

**Skitdazzle:** Throughout the week, students within each cabin practice skits that they create. During the last night program, students perform their skit in front of the other cabins. The night ends with a special slideshow of pictures that were taken throughout the week.

### **OTHER ACTIVITIES**

**Recreation Time:** Each full day, students are given a choice as to what they want to take for their Rec Time. Naturalists supervise students in indoor and outdoor activities. The students can choose outdoors where they will participate in different sports (soccer, basketball, frisbee, etc.) and, as well as swimming (May through mid-Oct). Indoors, students may choose board games, paper airplane making, lanyards, and more!

**Meals:** At Outdoor School, community is encouraged and each child plays a role in our community. During mealtimes, students are given certain responsibilities, such as setting the tables, serving the food, and sweeping the dining hall after each meal. Meals also begin with sharings about the day's adventures.

### **TEACHER RESPONSIBILITIES**

#### *Pre-trip*

- Have appropriate district people complete camp paperwork
- Recruit chaperones (ratio of 1 chaperone: 11 students)
- Arrange for transportation
- Have each student complete a health history form and any paperwork that your school requires.

*While at Outdoor School*

- Distribute any medications and administer any needed basic first aid
- Perform nightly bedtime checks
- Handle any student behavior issues that arise

*\*\*Note: The Program Director will walk you through this process.\*\**