

Board Office Use: Legislative File Info.	
File ID Number	14-0977
Introduction Date	5-28-14
Enactment Number	14-0859
Enactment Date	5/28/14 er



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
From Gary Yee, Ed.D., Superintendent
Board Meeting _____
Subject Ratification of Educational Organization Contract

Action Requested	Ratification of Educational Organization Contract between Oakland Unified School District and <u>Naturalists at Large</u> for the period of <u>5/13/14</u> through <u>5/16/14</u> .
Background <i>A one paragraph explanation of why the contract services are needed.</i>	This Educational Organization Contract will cover Hillcrest School's field trip to El Capitan-Ocean Mesa in California between May 13, 2014 and May 16, 2014.
Discussion <i>One paragraph summary of the scope of work</i>	The contract is with Naturalists at Large, an educational organization located in Ventura, CA. The contract includes lodging, meals, trained leaders and kayaking. The trip to El Capitan-Ocean Mesa is funded by parents, with parent-funded scholarships for students who need financial assistance.
Recommendation	Ratification of Educational Organization Contract between Oakland Unified School District and <u>Naturalists at Large</u> for the period of <u>5/13/14</u> through <u>5/16/14</u> .
Fiscal Impact	Amount of District funds to be used for contract costs will not exceed \$ <u>37,000</u> Funding source for the contract costs will be: <input type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds <input checked="" type="checkbox"/> No District funds will be used Resource Code: _____
Attachments	Educational Organization Contract



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[Handwritten signature]

EDUCATIONAL ORGANIZATION CONTRACT

This Agreement is entered into between Naturalists at Large (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 05/13/2014. The work shall be completed no later than 05/16/2014
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed 37,000 Dollars (37,000) 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*: Student personal items (See suggested equipment list) 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: Lissa Hines
 Site /Dept: Hillcrest School
 Address: 30 Marguerite Drive
Oakland, CA 94618
 Phone: 510-879-1270

CONTRACTOR:
 Name: Michael Nesbitt
 Title: General Manager
 Address: P.O. Box 3517
Ventura, CA 93006
 Phone: 805-642-2692

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:**

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:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

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.

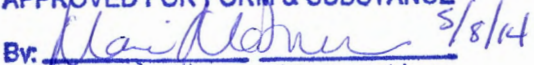
Contractor initial: MN *(See attached letter in regards to sub-contractor).


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:** 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.

- 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		CONTRACTOR	
 <input checked="" type="checkbox"/> President, Board of Education <input type="checkbox"/> Superintendent or Designee Secretary, Board of Education	<u>5/29/14</u> Date	 Contractor Signature	<u>5/7/14</u> Date
<u>5/29/14</u> Date		<u>Michael Nesbitt, General Manager</u> Print Name, Title	

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  5/8/14
Marion McWilliams Attorney at Law
Assistant General Counsel


Craig Yee, Superintendent

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

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: Hillcrest School

Trip Dates: 5/13/14 - 5/16/14

Educational Organization Name (including trade or business name):
Naturalists at Large

Prior/Alternative Organization Trade or Business Name used within last 10 years:
None

Business Address: P.O. Box 3517, Ventura, CA 93006

Business Telephone: 805-642-2692

24 Hour Emergency Phone Number Contact: 805-642-2692

Organization's office nearest tour site: Ventura, CA

Organization Representative and Contact Info: Michael Nesbitt, 805-642-2692, Ext. 19

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: \$401

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

(a) Transportation: No

(b) Lodging: Yes

(c) Meals (what if any meals are included in cost): Yes-all

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

(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:
\$None \$None

(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:

CPR, Wilderness First Aid, university degree or equivalent, prior experience working in the outdoors with children, 3 reference checks, Dept. of Justice Livescan background check, DMV check

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

Environmental and natural history education, hiking, camping, kayaking

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)
Varied	160	8,000	25	Nothing sustained	0
				beyond original	
				medical service	

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

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

Name	Position
<u>Richard Stowell</u>	<u>President-Director</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? 9

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

7. Where are the office locations? Ventura, CA

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

Journals if requested

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

Yes

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

Some

11. Financial stability:

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

Community West Bank 805-650-1901

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: [x]

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

St. Paul's Episcopal 510-287-9600 Josh Stern, Head Royce 510-531-1300 Andrew von Mayrhauser, Town School 415-921-3747 Rollin Warner

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

14. List Educational Associations to which organization currently belongs:

AEE, Leave No Trace

15. Does organization currently hold an appointment from ARC? Yes: [] No: [x] 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: 5/7/14

Print Name and Title of Signer: Michael Nesbitt, General Manager

Signature: [Handwritten Signature]

Signed at: Ventura, CA (insert City and State)



DISCOVERING THE WORLD

NATURALISTS AT LARGE

MOUNTAINS • DESERTS • SEASHORES

P.O. Box 3517 Ventura California 93006 • (805) 642-2692 • Fax (805) 642-2843
www.naturalistsatlarge.com

Hillcrest School
Oakland Unified School District
Oakland CA 94618

To Whom It May Concern,

We are writing in regards to Section 18 of your contract titled *Fingerprinting of Employees and Agents*.

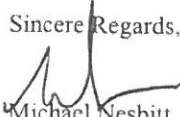
For the program at El Capitan – Ocean Mesa, Naturalists at Large sub-contracts with a sea kayaking and shuttle transportation vendor called Santa Barbara Adventure Company (SBACO). Naturalists at Large (NAL) has maintained a pleasant working relationship with SBACO for over 12 years.

The students will be shuttled from Ocean Mesa campground to nearby Refugio beach by SBACO staff, outfitted with kayaking gear, and then will participate in a 2-3 hour coastal kayaking session of sit on top kayaks. Students will be accompanied and supervised by OUSD and NAL staff for the entirety of this process. At no time are SBACO staff alone with OUSD students.

SBACO does not currently perform a biometric based background check. Their hiring and background check procedures are as follows:

1. In person interview
2. Two previous employer reference checks
3. Background check via <http://www.intellicorp.net/>
4. Enrollment in DMV Employer Pull Notice Program
5. Enrollment in pre-employment and random drug and alcohol screening program if employee holds Class B License (most employees do and it is required for the shuttle drivers).

Sincere Regards,



Michael Nesbitt
General Manager

Emailed 8/28/13

NATURALISTS AT LARGE
P.O. Box 3517
Ventura, CA 93006
Phone: (805) 642-2692 Fax: (805) 642-2843

OUTDOOR EDUCATION PROGRAM CONTRACT

Hillcrest School

This contract lists both parties' responsibilities. Please review, complete, sign and return to Naturalists At Large immediately. The deposit due dates are noted below.

2014 Spring TRIP CODE 197.013
PROGRAM DATES 05/13-05/16
PROGRAM DAYS Tues. - Fri.
SITE El Capitan-Ocean Mesa
GRADE 6-8
"TRAIL" GROUP SIZE 12-14

If your contract indicates your request for small group sizes, we will make every effort to honor this request. However, we cannot guarantee availability of staff. Our usual group size is 14, except for Pinnacles. Your fees will be reduced if a larger group size is required.

Initial W

SUMMARY:

HEAD CHAPERONE/FACULTY: Sarah Holliman
(NATL will direct all trip information and questions to this person.)
HOME PHONE: 510.508.0774 email Sarahholliman@yahoo.com
Best time to reach you ~~at the school~~ daytime
ADMINISTRATOR: Lissa Hines
HOME PHONE: 510.541.8767 email lissahines@gmail.com

(Home phone numbers will only be used in an emergency.)

*Please use a separate sheet for multiple head chaperones.

** Please see section "V. Costs" for student and faculty fee limitations and section "VI. Cancellation & Refund Policy". All deposits are due before your program starts.

PER STUDENT FEE <u>\$401.00</u> Minimum number of students at above fee: <u>72</u>	1ST DEPOSIT DUE <u>08/09/13</u> Your total deposit reserves your site and dates and is non-refundable. Please send your signed contract with this deposit.
PER FACULTY/CHAPERONE FEE: <u>\$0.00</u> See contract limitations (i.e., max of 1:10 @ faculty rate)	2ND DEPOSIT DUE <u>11/15/13</u>
	3RD DEPOSIT DUE <u>05/02/14</u>
	ESTIMATED PARTICIPANT COST <u>\$31,278.00</u>

Please enter your anticipated participant count: Students 85 Faculty/Chaperones 10

PLEASE MARK YOUR CALENDAR -- Your Final Participant Count is Due On: 05/02/2014

** Special options or transportation charges (i.e., Boat transportation, buses, special site options and T-Shirts, etc) are not included in the above fees. These costs will be invoiced in addition to the "estimated participant cost." Initial: JM

NOTES AND OPTIONS:

- 1) Please follow our equipment list closely
- 2) High ropes participants must be at least 6th Grade or older.
- 3) This is a tent camping program. Participants will be sleeping on the ground in two-person, dome-style tents.
- 4) Use of pool dependent upon site lifeguard availability and PRIOR arrangements with our office.

THIS CONTRACT IS AN ADDENDUM TO OUSD EDUCATIONAL ORGANIZATION CONTRACT.
Kayaking is included in the cost of the program

School must move out by 9:00 am on Friday the 16th due to a weekend scheduling conflict with El Capitan. We can continue the program until the usual departure time however.

Initial your agreement: JM

OUTDOOR EDUCATION PROGRAM CONTRACT

(cont.)


I. Assumptions

- Naturalists At Large feels certain assumptions are a part of any outdoor or experiential program:
1. Outdoor experiences augment classroom activities.
 2. Shared common experiences promote mutual support between faculty and students and foster better understanding.
 3. Participation increases the student's sense of personal confidence.
 4. Outdoor experiences develop familiarity and identification with the natural world.

Initial your agreement 

II. Overview of your program and special provisions:

Naturalists at Large provides a beach based aquatic program focused on ocean kayaking, surfing, boogie boarding and the natural history of the El Capitan Beach area. Academic aspects of the program emphasize the study of the ecological communities of the area, using natural resources wisely, and group involvement in decision-making activities.

Initial your agreement. 

III. Naturalists At Large provides

1. One instructor (instructors maintain a minimum of CPR and First Aid certification) for every "trail group" of participating students, but not to exceed the student-instructor ratio determined twenty-one (21) days prior to departure. If your student numbers decrease, your number of groups may decrease also. Please adjust the number of trail groups to reflect the actual number of students attending the program. Standard group size is 14. *Smaller group sizes may be requested at additional cost but cannot be guaranteed.*
2. A program of outdoor education at your selected site.
3. All shared group equipment as appropriate to the program.
4. Lodging or camping facilities appropriate to the program described above. Unless special arrangements have been made, we do not guarantee exclusive use of any site.
5. All meals while at the program site, unless other arrangements are made in writing.
6. Information packet to include equipment list, driving instructions.
7. A complete outdoor education program planned in conjunction with your school.
8. Secondary excess coverage accidental injury insurance, participant's insurance is primary. NAL's insurance covers excess expenses up to our limit. Participants should have their own medical accident insurance.
9. Naturalists At Large reserves the right to re-schedule or re-locate your program to a mutually acceptable site and/or date if local authorities or land managers deem that access to or use of the original site is unsafe or similar.


ADDENDUM TO EDUCATIONAL ORGANIZATION CONTRACT PAGE 2 OF 4

10. Naturalists At Large outdoor education programs are offered as a "package." There are no refunds or credits if conditions beyond our control make it impossible to include a particular portion of a proposed outdoor education program.
11. An orientation information session for teachers, parents and/or students upon request by the school.

Initial your agreement: 


IX. School agrees to

1. Make every effort to see that the students are properly equipped for their outdoor program (see equipment list).
2. Appropriately and adequately supervise the students during the program. NAL expects there will be at least one adult chaperone for every "trail" group. Chaperones are expected to accompany students at all times during the program. Chaperones will follow the guidelines in the "Outdoor Education Handbook for School Chaperones" that will be sent to you in your information planning packet.
3. Provide transportation to and from the program site. Bring a school vehicle to use for non-emergency medical and disciplinary situations except at Catalina. A school vehicle provided for your program will help avoid an ambulance charge for minor medical transport. You may need to consider a rental car or the additional charge of a car rented by NAL.
4. Provide the Naturalists At Large "Participant Information & Medical Information" and signed "Acknowledgment of Risks and Assumption of Responsibility" forms for each participant. These forms become the property of Naturalists At Large.
5. Provide Naturalists At Large with the number of participants and group list ten days prior to the program.
6. Return all Naturalists At Large equipment used during the program in good working order. In the event that any Naturalists At Large or its vendors' facilities or equipment are damaged, destroyed (to the cost of repairs exceed value), or lost, the school agrees to pay for the cost of replacement or for the repair of equipment.
7. In view of NAL's alcohol policy, which prohibits the use of alcohol by our staff during all NAL programs and the expectation that anyone supervising children should not partake of alcohol, NAL expects all faculty and chaperones to abide by this policy. In addition, many of the sites NAL uses have no-alcohol policies by which we must abide. Anyone responsible for your students during a NAL program will be asked to refrain from using alcohol.

Initial your agreement: 

X. Cost

1. Total student fees are based upon the minimum number of students indicated on the Contract Summary. Please contact NAL immediately if expected minimum number of students varies from the number indicated on the Contract Summary.
2. Faculty in excess of one per ten students will be charged the student rate.

Initial your agreement: 

V. Cancellation & Refund Policy:

Deposit is non-refundable, as it reserves your program dates.

If you cancel the program less than thirty (30) days prior to program start date, all of your program fees are forfeited.

If the client decides to reschedule this program to another available Naturalists At Large time period or program site, for any reason, Naturalists At Large charges a fee equal to 25% of the total program fee. This fee covers lost deposits, additional instructors' compensation, forfeited perishable food, equipment rental, and our preparation time. **There are no refunds for early departure from the program.** If a school elects to leave a program for any reason other than the official closure of a site by local, state or national authority, all fees are forfeited.

Transportation disclaimer: Naturalists At Large makes program travel arrangements as a courtesy to our clients. We are unable to guarantee the timeliness of the carriers, which may be delayed for any number of reasons beyond Naturalists At Large's control, and we cannot take responsibility for any such schedule changes.

Individual student cancellations after ten (10) days prior to program start date and 24 hours before the program start date will be assessed a charge equal to 45% of the regular fee. Cancellations can be made by calling the Naturalists at Large office at least 24 hours prior to the program start date. Cancellations after that time are considered "no shows."

Cancellations made less than 24 hours before the program begins, or "no-shows" will be charged 100% of the program fee.

Initial your agreement *JA*

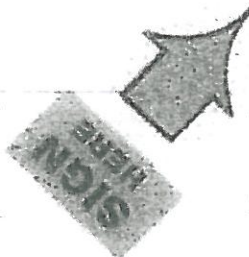
VII. Naturalists At Large will not be responsible for personal equipment and belongings.

Initial your agreement *JA*

VIII. Naturalists At Large has been providing outdoor education programs at various sites throughout the state of California for seven to nine thousand students a year since 1985. The principal owner/director is Richard Stowell. Owner/director has not had any judgment, including a stipulated judgment, order, plea of nolo contendere entered against him nor has he been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating this contract.

JA
Naturalists At Large Signature

Date: *7/2/13*



James Stowell
Authorized School Representative Signature

Date: *8.20.13*

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *Marion Newell* 5/8/14
Marion Newell, Attorney at Law
Assistant General Counsel



CERTIFICATE OF LIABILITY INSURANCE

270427

DATE (MM/DD/YYYY)
11/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (818) 464-9300 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 15303 Ventura Boulevard, 7th Floor Sherman Oaks, CA 91403-3197	CONTACT NAME: Marty Meltzer PHONE (A/C, No, Ext): 818-464-9300 E-MAIL ADDRESS: sevicedm@wellsfargo.com	FAX (A/C, No): 866-968-5687
	INSURER(S) AFFORDING COVERAGE	
INSURED Naturalists At Large P.O. Box 3517 Ventura, CA 93006	INSURER A: Markel Insurance Company	NAIC # 38970
	INSURER B: State Compensation Insurance Fund	NAIC # 35076
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 6867899 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		8502CY01335419	12/1/13	12/1/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
						\$
						\$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		902731013	10/1/13	10/1/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oakland Unified School District is additional insured only as respects negligent acts of Naturalists At Large in activities identified in the description of services provided in the Oakland Unified School Educational Organization Contract Compliance Form Exhibit A List of Services and Costs.

CERTIFICATE HOLDER

Hillcrest School
 c/o Jan Puccetti, Claims Manager OUSD
 Paul Robeson Administration Building
 1025 Second Avenue, 4th Floor
 Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 8502CY01335419

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Hillcrest School
c/o Jan Puccetti, Claims Manager OUSD
Paul Robeson Administration Building
1025 Second Avenue, 4th Floor
Oakland, CA 94606

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.