

Board Office Use: <b>Legislative File Info.</b>	
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Introduction Date	5/9/2012
Enactment Number	12-1283
Enactment Date	5-9-12 <i>BS</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Anthony Smith, Ph.D., Superintendent  
**Board Meeting** May 9, 2012  
**Subject** Ratification of Educational Organization Contract

<b>Action Requested</b>	Ratification of Educational Organization Contract between Oakland Unified School District and Point Bonita YMCA/YMCA of SF for the period of June 1, 2012 through June 30, 2015.
<b>Background</b> <i>A one paragraph explanation of why the contract services are needed.</i>	Residential Outdoor Environmental Education Program teaching to the State Standards, to the teacher's selected curriculum subjects, as well as Community and Group Building lessons, Environmental Awareness.
<b>Discussion</b> <i>One paragraph summary of the scope of work</i>	From 2 days and 1 night to 5 days and 4 nights experience with Outdoor Education Naturalists from arrival time until 4:15 p.m. each day, or until departure time on last day; evening programs from 7:15 p.m. to 8:45 p.m.; dorm style lodging with bunk beds and bathrooms; 1 to 3 meals provided per day, depending on arrival, departure or all day stay.
<b>Recommendation</b>	Ratification of Educational Organization Contract between Oakland Unified School District and Point Bonita YMCA/YMCA of SF for the period of June 1, 2012 through June 30, 2015.
<b>Fiscal Impact</b>	Amount of District funds to be used for contract costs will not exceed \$ 78,500/ fiscal year Funding source for the contract costs will be: <input checked="" type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds <input type="checkbox"/> No District funds will be used                      Resource Code: 0000-will vary by trip
<b>Attachments</b>	Educational Organization Contract



OAKLAND UNIFIED SCHOOL DISTRICT

EDUCATIONAL ORGANIZATION CONTRACT

This Agreement is entered into between Point Bonita YMCA/YMCA of SF (CONTRACTOR) and the 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 is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services and Scope: CONTRACTOR shall provide services as described in Exhibit "A" Educational Organization Compliance Form, attached hereto and incorporated herein by this reference ("Services" or "Work").
2. Terms: CONTRACTOR shall commence work on June 1, 2012. The work shall be completed no later than June 30, 2015.
3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seventy Eight Thousand Five Hundred per fiscal year Dollars (\$78,500/ 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 the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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. 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.

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 District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Tuberculosis Clearance - Test Showing Negative Results
- Insurance Certificates and Endorsements
5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except:
6. CONTRACTOR Qualifications / Performance of Services.
a. CONTRACTOR Qualifications. CONTRACTOR 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 regulations, as they may apply.
b. Standard of Care. CONTRACTOR represents 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.
7. Notices/Invoicing: 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 /Dept.: Send invoices and notices to the Principal
Address: of the pertinent school for each trip
Phone:

CONTRACTOR:

Name: ROCHELLE TOLBERT
Title: RESERVATIONS COORDINATOR
Address: 981 FORT BARRY, GGNRA, SAUSALITO, CA 94965
Phone: 415-331-9622

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 in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

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.
  - ii. CONTRACTOR shall maintain 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 additional insured. Evidence of insurance is attached. Inclusion 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. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No non-prescription drugs or alcohol are allowed at any time in any buildings and/or grounds on OUSD property or during field trips. Smoking is not permitted on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use non-prescription drugs 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.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to CONTRACTOR's performing of any portion of the Services.

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 the 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.** The 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.
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 of this information.
24. **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.
25. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
26. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Superintendent as their designee.
27. **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.
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. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Superintendent

**Certified:**

Secretary  
Board of Education

Date

Date

CONTRACTOR

Contractor Signature

Date

Vice President of Risk Management and Legal Affairs

Print Name and Title

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  Attorney at Law

Board Office Use: Legislative File Info.	
File ID Number	12-1057
Introduction Date	5-9-12
Enactment Number	12-1283
Enactment Date	5-7-12

**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: \_\_\_\_\_ Open to all OUSD Schools \_\_\_\_\_

Trip Dates: \_\_\_\_\_ Various, between June 1, 2012 and June 30, 2015 \_\_\_\_\_

Education Organization Name (including trade or business name):  
\_\_\_\_\_ Point Bonita YMCA/YMCA of SF \_\_\_\_\_

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

Business Address: 981 Fort Barry, Golden Gate National Recreation Area, Sausalito, Ca 94965

Business Telephone: 415-331-9622

24 Hour Emergency Phone Number Contact: 415-369-9622

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

Organization Representative and Contact Info: Jesse Wernick 415-331-9622

**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 attached.

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

(a) Transportation: \_\_\_\_\_

(b) Lodging: Dorm Rooms with 4 to 13 beds per room, separate male and female dorms

(c) Meals: (what if any meals are included in cost) Arrival dinner thru departure lunch unless otherwise agreed.

(d) Is an Educational Leader provided? Yes \_\_\_ No  If yes, how many hours per day? up to 10.5

(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:

\$ Optional T-Shirt or Sweatshirt                      \$ Optional other YMCA merchandise

- (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 attached

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

See attached

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**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)
Residential Outdoor Ed	~50	~5,000	~32	~20 (all minor injuries)	0

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

Point Bonita YMCA: Since 1977, YMCA of SF: much longer

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

Name	Position
<u>Chuck Collins</u>	<u>President and CEO, YMCA of San Francisco</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 for a period of 10 years predating the contract? 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? 450
6. How many office locations does the organization maintain? ~16
7. Where are the office locations? San Mateo, San Francisco and Marin Counties

Exhibit A – Educational Organization Compliance Form (Continued)

List of Services and Costs (continued)

1. See Exhibit B for 2011-2012 & 2012-2013 Rate Sheets. For 2013-2014 & 2014-2015, any cost increase not to exceed 15% per annum.
2. (g) Naturalist are trained in Child Abuse Prevention and Youth Development. Naturalists all have First Aid, CPR and AED certifications. All staff are Mandated Reporters of child abuse and are screened through Live Scan. This position requires at least 15 units in recreation, education, natural sciences, or a related field

Naturalists possess a variety of skills, including knowledge in at least some the following areas: general biological and ecological concepts; Natural History; Geology; Cultural History; Group-Building/Team-Building

Initiatives/Challenges; Storytelling; and effective teaching techniques to pass this knowledge and these skills on to students grades K-12. Naturalists are expected to learn about the above areas in which they do not have knowledge, and to continue expanding their knowledge and expertise in the above, and additional, areas that relate to the YMCA's Education Programs.

Naturalists must have a strong desire to improve the lives of youth through education and through positive experiences in Nature and in social settings. Candidates must have experience working with youth, teens, and adults.

(h) OUTDOOR EDUCATION GOALS

We encourage student to be Ambassadors of the Environment by:

- Providing a safe, meaningful, and fun outdoor learning experience;
- Developing students' knowledge of and respect for the natural world;
- Illuminating ecological principles of sustainability;
- Empowering students through cooperative living and learning;
- Meeting each school's curriculum expectations.

WE BRING STATE STANDARDS TO LIFE!

The Outdoor Education Program transforms classroom subjects into memorable real life experiences. Students touch a sea anemone or hike a watershed, and are drawn into the miraculous nature of life. Theory and abstract become reality, and students learn in ways that pay dividends all year long.

WE CREATE COMMUNITY!

Students live, learn and play as a community. They are guided through a variety of team-building challenges. Students learn to listen as well as speak, to build off of each others' ideas in an atmosphere of respect, and to realize that the group's success is easier and more fun when everyone works together. Your students and your school benefit from improved relationships and communication!

WE EMPOWER STUDENTS!

By applying Youth Development Principles and Practices throughout the Outdoor Education Program, and by incorporating community service projects, students experience how they and their contributions can make a real difference. In partnership with the National Park Service and Jean-Michel Cousteau's Ocean Futures Society, students are empowered to be Ambassadors of the Environment.

"Research shows that direct exposure to nature is essential for healthy childhood development—physical, emotional, and spiritual. What's more, nature is a potent therapy for depression, obesity, and ADD. Environment-based education dramatically improves standardized test scores and grade point averages, and develops skills in problem-solving, critical thinking, and decision making." —Richard Louv author of the Last Child In the Woods: Saving Our Children from Nature Deficit Disorder

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

No.

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.

No and see 2g.

11. Financial stability:

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

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:

Claremont Middle School

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

14. List Educational Associations to which organization currently belongs:

15. Does organization currently hold an appointment from ARC?

Yes \_\_\_ No \_\_\_ ARC/IATAN No. \_\_\_\_\_

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

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

16. Has the organization complied with the consumer protection requirements of California's Seller of Travel law?

Yes \_\_\_ No \_\_\_

**VERIFICATION**

1. FULL DISCLOSURE: Business and Professions Code Section 17555: In addition to other requirements and prohibitions of this article, it is a violation of this article for an educational travel organization to place or use any misleading or untruthful advertising or statements or make a substantial misrepresentation in conducting an educational travel program.

2. PENALTIES: Business and Professions Code Section 17556.5: Except as otherwise provided, a person who violates a provision of this article is guilty of a misdemeanor, which offense is punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail for not more than one year, or by both that fine and imprisonment. In addition, upon a conviction of a violation of this article, the court may

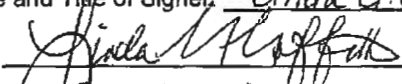


issue an injunction and prohibit the convicted person from acting as an educational travel organization in the state, in which case the court shall inform the Attorney General of that action.

3. A duly authorized officer of the owning corporation, partnership, or trust must sign and date this verification, and fill in the city and state where signed. I declare under the laws of the State of California that all of the information provided herein, including attachments to this Contract, is true and correct.

Dated: 4/17/12

Print Name and Title of Signer: Linda G. Griffith, Secretary and VP, Risk Management

Signature:  + legal Affairs

Signed at: San Francisco CA 94105 (insert City and State)

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input checked="" type="checkbox"/> I am 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 I will comply with such provisions before commencing the performance of the Work of this Contract.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
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CONTRACTOR Name: Point Bonita YMCA/YMCA OF SF

Contractor Signature: *Linda G. Griffith* Date: 4/17/12

Print Name and Title: Linda G. Griffith, VP, Risk Management & Legal Affairs

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

**Directions**

- Contractor must sign below to certify that they have completed the Fingerprint/Criminal Background check requirements and provide a signed letter on letterhead affirming that they have met the requirements outlined below. The letter must include:
  1. List of employees who will be working on site and/or who may have contact with OUSD students
  2. ATI number and date of fingerprint clearance for each employee
  3. Affirmation that these employees have been fingerprinted and have negative tuberculosis tests

**[TO BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.]** 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. A complete and accurate list of all Employees who may come in contact with OUSD pupils during the course and scope of the Agreement is attached hereto." (Note: Out of state vendors shall submit evidence of clearance from a jurisdiction equivalent to the California Department of Justice.)

I am a duly authorized representative of CONTRACTOR entering into this Agreement with OUSD and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of CONTRACTOR.

CONTRACTOR Name: Point Bonita YMCA/YMCA OF SF

Contractor Signature: *Linda G. Griffith* Date: 4/17/12

Print Name and Title: Linda G. Griffith, VP, Risk Management & Legal Affairs

ADDENDUM TO EDUCATIONAL ORGANIZATION CONTRACT – YMCA POINT BONITA

This Addendum is entered into between the Oakland Unified School District (OUSD) and YMCA Point Bonita (YMCA). The parties are entering into an Educational Organization Contract on June 1, 2012 and agree to the following additional terms:

For purposes of this Addendum and agreement, except as otherwise provided herein, YMCA includes YMCA's Board, officers, directors, agents, volunteers and employees.

Paragraph 3. Compensation Add: The cost per student and the cost per adult is set out in Exhibit B.

Paragraph 9. Insurance Add as 9iv:

OUSD shall annually provide certificate of insurance with YMCA as certificate holder and added as an additional insured for the activities from June 1, 2012 through June 30, 2015 covered by this agreement.

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

It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the certificate holder will not be afforded unless shown to be caused by the negligence of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the certificate holder by the District requires a showing of direct liability to a third party by the District.

Paragraph 15. Indemnification (replaces paragraph 15 of Educational Organization Contract)

Indemnification by District:

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

Indemnification by YMCA:

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

Remaining Provisions: All other provisions of the Educational Organization Contract with OUSD shall remain unchanged and in full force and effect as set forth therein.

OAKLAND UNIFIED SCHOOL DISTRICT

YMCA POINT BONITA

By: 

By: 

Authorized Agent Date: \_\_\_\_\_

Authorized Agent Date: 4/10/12

Print Name \_\_\_\_\_

Print Name: Linda G. Griffith

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

Title: Secretary, VP, Risk Management & Legal Affairs

**Point Bonita YMCA Environmental Education & Retreat Center**  
**2011-2012 RESIDENCY RATES**

**CONFERENCING**

Package Rates

(1 night, 3 meals including coffee/tea service, meeting space)

**Adult (over 18)           \$88.00/person**  
**Youth (ages 5-18)       \$80.00/person**  
*(Children 4 and under are free)*  
 Groups of 110+ receive a 5% discount

MEETING ROOM RENTAL ONLY

**Bothin Room (1,600 sq ft)     \$650/day**  
**Kiwanis Room (975 sq ft)     \$500/day**  
**Discovery Room (925 sq ft)   \$450/day**  
**Holsinger Room (475 sq ft)   \$225/day**

A LA CARTE RATES

Breakfast                   \$9/person  
 Lunch                       \$11/person  
 Dinner                      \$13/person  
 Lodging                     \$30/person  
 Linen Service              \$30/person

MEETING ROOM SERVICES

Cheese/Cracker Platter     \$4/person  
 Nuts/Dried Fruit Plate     \$4/person  
 Fresh Fruit Platter        \$4/person  
 Homemade Cookie Plate    \$2/person  
 Cold Beverages             \$2/person  
 S'Mores & Hot Cocoa       \$3/person  
 Coffee & Tea Service       \$3/person  
 Any 2 (two) of the above   \$6/person  
 Continental Breakfast      \$8/person  
 TV/VCR/DVD Rental         \$40  
 Overhead/Slide Projector   \$30  
 Digital Projector            \$40

**RESERVATION POLICIES**

- Reservations are made for groups of 20-150 people.
- An Education Program Subsidy fee of \$75.00 will be assessed for the group. The fee will not be assessed on subsequent group visits within a one-year period.
- Groups with a contract guarantee of 110 or more people in residence may request, at time of contract, exclusive residential use.
- Reservations must be confirmed, and are secured upon receipt of signed contract and 25% deposit. The balance of the contract guarantee is due two weeks prior to visit date. Remaining charges are due within 30 days of invoice date.
- A cancellation fee of \$350.00 (or the entire deposit, if total is less than \$350.00) will be assessed for cancellations 90 days or more before the visit date. A cancellation within 90 days of visit results in forfeiture of the entire deposit. A cancellation within 14 days of visit results in a forfeiture of the entire contracted amount.
- Group must provide proof of commercial general liability insurance prior to the visit.

*Rates effective July 1, 2011.  
 Rates subject to change.*

**OUTDOOR EDUCATION**

SUMMER & FALL

(July 1 – October 30, 2011)

	Student	Adult
5 days, 4 nights	\$335	\$320
4 days, 3 nights	\$295	\$250
3 days, 2 nights	\$216	\$175
2 days, 1 night	\$142	\$ 90

WINTER

(October 31, 2011–February 26, 2012)

	Student	Adult
5 days, 4 nights	\$310	\$275
4 days, 3 nights	\$270	\$235
3 days, 2 nights	\$200	\$165
2 days, 1 night	\$130	\$ 86

SPRING

(February 27 – June 30, 2012)

	Student	Adult
5 days, 4 nights	\$365	\$320
4 days, 3 nights	\$320	\$250
3 days, 2 nights	\$235	\$175
2 days, 1 night	\$152	\$ 90

*Prices include 3 meals/night, meeting space, and instruction for students.*

OTHER NATURALIST-LED PROGRAMS

*\$45/Naturalist/hour                   (\$150 min)  
 15 people max per naturalist group*



**Exhibit**

B

# YMCA Point Bonita Outdoor & Conference Center 2012-2013 RESIDENCY RATES

## CONFERENCING

### Package Rates

(1 night, 3 meals including coffee/tea service, meeting space)

Teen & Adult (over 15)	\$92.00/person
Youth (ages 5-15)	\$84.00/person
(Children 4 and under are free)	
Groups of 110+ receive a 5% discount	

### MEETING ROOM RENTAL ONLY

Bothin Room (1,600 sq ft)	\$650/day
Kiwanis Room (975 sq ft)	\$500/day
Discovery Room (925 sq ft)	\$450/day
Holsinger Room (475 sq ft)	\$225/day

### A LA CARTE RATES

Breakfast	\$10/person
Lunch	\$13/person
Dinner	\$15/person
Lodging	\$30/person
Linen Service	\$30/person

### MEETING ROOM SERVICES

Cheese/Cracker Platter	\$4/person
Nuts/Dried Fruit Plate	\$4/person
Fresh Fruit Platter	\$4/person
Homemade Cookie Plate	\$2/person
Cold Beverages	\$2/person
S'Mores & Hot Cocoa	\$3/person
Coffee & Tea Service	\$3/person
Any 2 (two) of the above	\$6/person
Continental Breakfast	\$8/person
TV/VCR/DVD Rental	\$40
Overhead/Slide Projector	\$30
Digital Projector	\$40

## RESERVATION POLICIES

- Reservations are made for groups of 20-150 people.
- An Education Program Subsidy fee of \$75.00 will be assessed for the group. The fee will not be assessed on subsequent group visits within a one-year period.
- Groups with a contract guarantee of 110 or more people in residence may request, at time of contract, exclusive residential use.
- Reservations must be confirmed, and are secured upon receipt of signed contract and 25% deposit. The balance of the contract guarantee is due two weeks prior to visit date. Remaining charges are due within 30 days of invoice date.
- A cancellation fee of \$350.00 (or the entire deposit, if total is less than \$350.00) will be assessed for cancellations 90 days or more before the visit date. A cancellation within 90 days of visit results in forfeiture of the entire deposit. A cancellation within 14 days of visit results in a forfeiture of the entire contracted amount.
- Group must provide proof of commercial general liability insurance prior to the visit.

*Rates effective July 1, 2012.  
Rates subject to change.*

## OUTDOOR EDUCATION

Same rates as last year!

### SUMMER & FALL

(July 1 – October 30, 2012)

	Student	Adult
5 days, 4 nights	\$335	\$320
4 days, 3 nights	\$295	\$250
3 days, 2 nights	\$216	\$175
2 days, 1 night	\$142	\$ 90

### WINTER

(October 31, 2012–February 26, 2013)

	Student	Adult
5 days, 4 nights	\$310	\$275
4 days, 3 nights	\$270	\$235
3 days, 2 nights	\$200	\$165
2 days, 1 night	\$130	\$ 86

### SPRING

(February 27 – June 30, 2013)

	Student	Adult
5 days, 4 nights	\$365	\$320
4 days, 3 nights	\$320	\$250
3 days, 2 nights	\$235	\$175
2 days, 1 night	\$152	\$ 90

*Prices include 3 meals/night, meeting space, and instruction for students.*

### OTHER NATURALIST-LED PROGRAMS

*\$45/Naturalist/hour (\$150 min)  
15 people max per naturalist group*



Exhibit B

# EDUCATIONAL ORGANIZATION CONTRACT ROUTING FORM 09-10

## Basic Directions

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

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

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

Attachment Checklist	<input checked="" type="checkbox"/> Proof of liability insurance naming OUSD as Additionally Insured
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<b>OUSD Staff Contact</b> <i>Emails about this contract should be sent to:</i>	Janette.Puccetti@ousd.k12.ca.us
--	---------------------------------

## Contractor/Agency Information

Business Name	Point Bonita YMCA/YMCA of SF	Contact	Linda Griffith		
OUSD Vendor #	V056585	Title	VP Risk Management & Legal Affairs		
Street Address	631 Howard Street, Suite 500	City	San Francisco	State	CA
Telephone	415-777-9622	Zip	94105		
Email	lgriffith@ymcasf.org				
History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

## Terms

Anticipated start date	June 1, 2012	Date work will end	June 30, 2015
------------------------	--------------	--------------------	---------------

## Budget Information

<b>Fiscal Impact</b>	Amount of District funds to be used for contract costs will not exceed \$78,500/ fiscal year _____			
	Funding source will be: <input type="checkbox"/> General funds <input type="checkbox"/> Restricted funds <input type="checkbox"/> No District funds will be used			
Requisition Number		Total Contract Amount	Not to exceed \$	
<b>Resource #</b>	<b>Resource Name</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
				\$
				\$
				\$

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

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



## BRING STATE STANDARDS TO LIFE!

- Transform the abstract into memorable life experiences: touch a sea anemone or hike a watershed and experience the web of life.
- Standards can include Science, Language Arts, PE, California History and more!
- Inspire a sense of wonder while reinforcing learning.

## CREATE COMMUNITY!

- Build the foundation for positive classroom dynamics with improved relationships and a culture of group success.
- Students learn to listen as well as speak in an atmosphere of respect and collaboration.
- Foster critical thinking and communication skills with team building challenges.

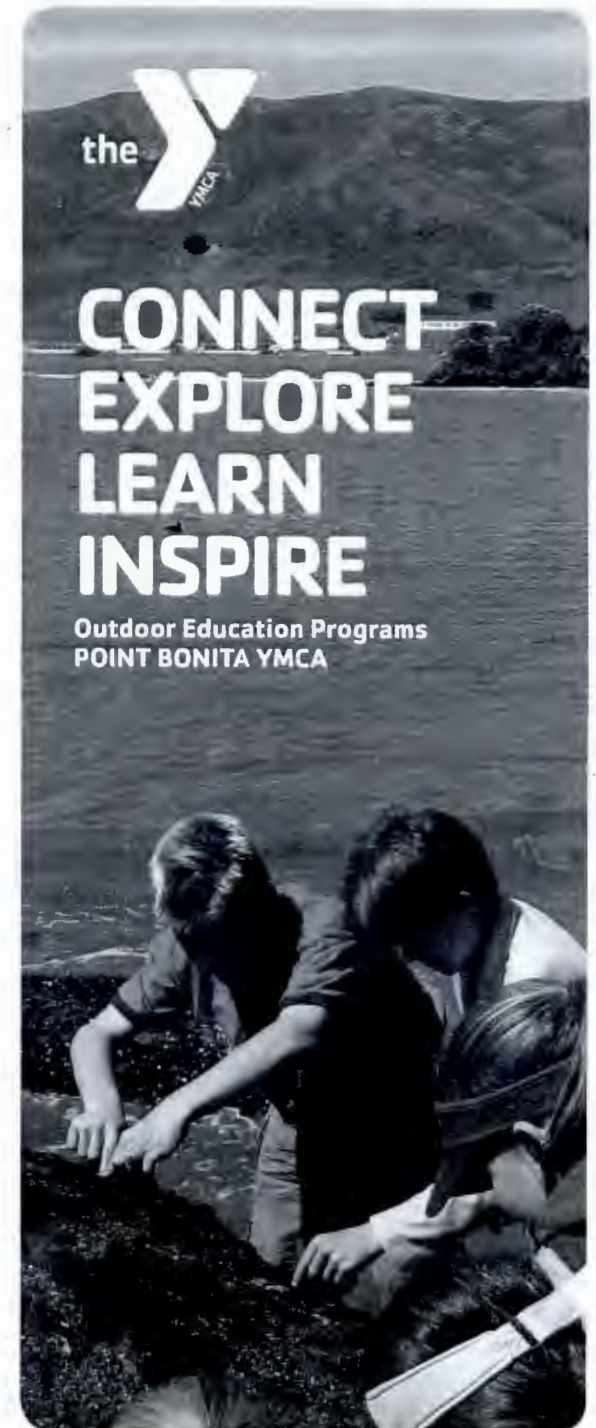
## EMPOWER STUDENTS!

- YMCA Youth Development Principles and Practices guide our whole-child teaching approach.
- Passionate and caring Naturalists provide leadership opportunities through group work and community service projects.
- Students become ambassadors of the Environment, with a renewed sense of purpose in classrooms and communities at home.



## CONTACT US !

**POINT BONITA YMCA**  
981 Fort Barry, Marin Headlands,  
GGNRA  
Sausalito, CA 94965  
P: 415 331 9622  
[www.ymcasf.org/pointbonita](http://www.ymcasf.org/pointbonita)





## GOALS FOR THE OUTDOOR CLASSROOM

We encourage student engagement in academics and community by:

- Providing a safe, meaningful, and fun outdoor learning experience
- Meeting each school's curriculum expectations by applying State Standards to hands-on lessons
- Connecting ecological concepts to the Principles of Sustainability
- Developing students' knowledge of and respect for the natural world
- Empowering students through cooperative living and learning

**POINT BONITA YMCA** is an educational partner of the Golden Gate National Parks.



National Park Service  
U. S. Department of the Interior

## OUTDOOR EDUCATION PROGRAMS

### RESIDENTIAL OUTDOOR EDUCATION

Tailored 2-5 day programs at our historic campus in the Marin Headlands. Students discover their connections to science, the natural world, and each other, which pays dividends all year long!

### COAST TREK DAY TRIPS

One day field trips designed to meet your school's needs: team building, exploring the spectacular Marin Headlands, or meeting State Standards.

### HANDS-ON SCIENCE & SERVICE LEARNING

Real-world, field-based research and service learning projects are especially effective for middle and high school students. These programs can be part of a residential or day program at our site.

### MY HOME, MY COMMUNITY, MY WORLD

Naturalists guide teachers and students as we relate classroom concepts to your schoolyard, neighborhood, and local open spaces. Available at your school site as a year-long series or individual half- and full-day lessons.

### AFFORDABLE RATES: NEW SCHOOLS RECEIVE 10% OFF!

\*Discount for Residential Programs only. Financial assistance, to the extent possible, is granted to those in need, courtesy of our generous members and donors.

# PRAISE FOR POINT BONITA!

Recognized by the California State Assembly as an Exceptional Outdoor Education Program for Youth

"I learned if we all work as a team and put our minds to it, we can make a difference and do anything."

-Student, Willow Creek Academy, Sausalito, CA

"Point Bonita YMCA is an outstanding unplugged experience that every child should have the opportunity to learn from. You're a part of the cure for NDD (Nature Deficit Disorder), involving hands-on, engaging science lessons. Students are encouraged to grow and overcome and experience success! Point Bonita YMCA nailed the science, making it meaningful and real. Thank you for making a tremendous difference in the lives of children!"

-Andrew Morss, Teacher, Van Gorder Elementary Sparks, NV

"Students continued to refer back to what they learned throughout the rest of the school year, sometimes breaking into a remembered chant at just the appropriate moment!"

-Ellen Franz, Teacher, Bayside Elementary Sausalito, CA

"I'm leaving Point Bonita YMCA with a new outlook on teaching and a better idea of my students needs"

-Koji Yao, Teacher, St. Philip School, San Francisco, CA



## TRAIL RESPONSIBILITIES

1. Caboose, keep the group together, make sure no-one gets lost.
2. Support Naturalist in decisions
3. Check in with Naturalist regarding discipline—**keep open communication!** Ask Naturalist if they need help. Step in if you need to (i.e. Naturalist misses an inappropriate action or if a situation is unsafe). Let the Naturalist set the tone.
4. Keeping kids in proscribed boundaries i.e. beach, batteries.
5. Gently redirect attention; let kids have their moments that do not disturb group.
6. Play the games/Ask questions/Have fun
7. Don't intervene in Challenges, let the students problem solve.
8. Be a positive role model on the trail (e.g. Staying on trail, No rock climbing)

## TRAIL SAFETY

1. Make sure students have their "5 Things"—**full water bottle, sun protection, layers, journal/pencil, and backpack**
2. Check in with your Naturalist daily about your group and day.
3. Please be aware of road safety and walk on the paths when possible.
4. Avoid using cell phones in the field.
5. **Poison oak**- stay on trail, wash area with cold water and soap as soon as possible.
6. **Ticks**—See your Naturalist if you or a student has a tick.
7. **Drink water**—be aware of signs of dehydration in yourself and your students.

## RECREATION TIME (4:15-5:45)

1. Teachers and Chaperones are responsible -Naturalists will be taking a break
2. **Be present wherever kids are**—dorms, playground, etc.
3. Be involved with games—keep games integrated & inclusive
4. Note boundaries (especially people being in their own rooms)
5. Off-site exploring: 8:1 Ratio-check in w/ teachers; no ocean; off-limits areas in batteries are off-limits and NO RUNNING on batteries.
6. Snack machines are off limits to kids; therefore to everybody.
7. Three- five minute showers work best. (*Adults MUST take showers earlier than 7 am and later than 10 pm, but they must be quiet, or everyone else will be awake with them.*)
8. Have the kids meet at 5:45pm. Close windows and doors after Recreation time.

## AFTER HOURS (9:45 PM TO 7:00 AM)

1. Kids must be quiet, in bed, with all lights out during this time. Kids' health requires that they sleep! It's disrespectful to make noise while others are trying to sleep, and they are taking *your* sleep away from *you!*
2. Kids love **stories**—we have some books you can check out. **Our child safe practices disallow telling scary stories.**
3. Kids can get up for bathroom use or emergencies; however, there is *no reason* to be outside the buildings (except in emergencies), and will result in a phone call home.
4. If you need assistance during the night: Call the On-Duty staff person toll free at (866) 425-2282 Call 911 if necessary!

## MEALS

- **Sit with kids during meals**, to encourage a calm noise level and help keep order in the Dining Hall.
- **Remind hoppers of their responsibilities.**
- **Participate in Garbology**—take small portions, and encourage kids to do so

## FIRST AID

- **First aid kits are located in all the bathrooms.** There is an AED machine in the first aid room. All our Naturalist staff has current CPR/AED/ First Aid training.
- **Please tell your teacher and/or program coordinator if a student has an accident or needs any medical attention.**

## STANDARDS OF CONDUCT

- **Welcome people of all cultures**, backgrounds and orientations, by earnestly opening our minds to their ideas and attitudes; and model this for the students.
- **Practice the "Rule of 3": Never be alone with a child, even your own.** Always have at least one other child or adult nearby.
- We expect that chaperones stay with their particular naturalist group for the entire length of the stay. **If you need some time to yourself, check in with teachers/ Naturalist before wandering off.** Take care of your health and sanity.
- **YMCA Point Bonita requires only one Chaperone per hiking group.** (We prefer only one/two parents per group). Let us know if you are not going hiking.
- **If there are a lot of parents, remain focused on what's happening in the group**, so as not to draw energy away from the education. Too many parents can overwhelm the feeling of a group; be sensitive to this, and be full participants.
- **Corporal Punishment, even of your own child, is NOT allowed! We have a Hands-Off discipline policy.** Please use appropriate language and tone of voice.
- **Be there for every child, and facilitate your child being fully engaged.**
- **Smoking: The YMCA is a Smoke-free campus.** You may not smoke in front of children or during program times. Please be careful with fire in the park.
- **Cell phones:** Please **turn off** electronics during program time—it's very distracting. Please don't MAKE or TAKE calls during program times (except in Emergencies).
- **Keep an open line of communication**— we can help fix things, if we know about issues as they arise.
- **If there are any problems or concerns, please address them to your Naturalist after the kids are dismissed.** This works much better, and the kids feel safer. If necessary, please see the Coordinator or Program Director.
- **Please show respect and care for the earth.**
- **Have fun!**—Be a Good Role Model

**The YMCA Point Bonita reserves the right to dismiss chaperones from the Program due to unsafe, inappropriate or illegal behavior.**

## GENERAL SCHEDULE

7:00 Wake-up (no earlier for kids)  
 7:45 Breakfast prep  
 8:00 Breakfast  
 8:45 Community Project (if not assigned- have the kids straighten their rooms and pick up litter around campus)  
 9:15 Morning meeting  
 9:30-4:15 Exploring the park & learning  
 4:15-5:00 Snack is served behind the dining hall  
 4:15-5:45 Recreation  
 5:45-6:00 Pre-meal meeting  
 6:00 Dinner  
 7:15- 8:45 Evening Program  
 8:45 Teacher's Time  
 9:30 Lights Out  
 9:45pm- 7:00am Quiet Time

#### TELEPHONE COMMUNICATION

Inform family members and business associates that you will probably not be immediately available by phone. The following numbers may be used:  
**YMCA office**, 9am-5pm: (415)331-9622 (Voice mail: x200). Residence hall payphones: Golden Gate: (415) 332-9728, Farallon: (415) 332-9743 (FYI: cell phones do not get effective coverage in many locations, and YMCA naturalists carry radios that *do* get coverage).

#### GREEN RESOURCES- *REDUCE, RE-USE, RECYCLE, & RE-THINK*

The following are a few tips and resources to help conserve our resources:

- **Reduce your use**- everything requires energy & resources to produce...
- **Buy local and organic products**- uses less resources & leaves less chemicals in our bodies and the environment
- Check your tire pressure once a month, inflate as necessary- saves gas & \$
- Replace incandescent light bulbs w/compact fluorescents or LEDs.
- Hang your clothes out to dry instead of using the dryer.
- Pack a waste-free lunch w/ reusable containers- [www.wastefreelunches.org](http://www.wastefreelunches.org)
- Conserve water- install water-efficient showerheads- [www.marinwater.org](http://www.marinwater.org)
- Invest in a water filter & **refill water bottles**- plastic bottles create tons of waste & require lots of energy to produce
- **Compost** kitchen & yard waste- reduces landfill use & makes good soil
- Compostable bag resources: [www.greenearthofficesupply.com](http://www.greenearthofficesupply.com)  
[www.biobagusa.com](http://www.biobagusa.com), [www.ecoproducts.com](http://www.ecoproducts.com), [www.dirtworks.com](http://www.dirtworks.com)
- **Great Resource guide with lots of useful tips**-[www.ciwmb.ca.gov](http://www.ciwmb.ca.gov)

### YMCA POINT BONITA Outdoor Education Program Chaperone Information

The staff of the YMCA Point Bonita would like to express our heartfelt gratitude for supporting our program. Please let us know how we can help support you in having a positive experience during your stay with us.

The YMCA Point Bonita provides residential Outdoor Education programs for K-12<sup>th</sup> grade, High School Science Programs, one day Coasttreks, and grant funded community outreach programs. We also offer affordable, green conference and retreat facilities. Learn more about us at [www.pointbonitaymca.org](http://www.pointbonitaymca.org).

Come back with your family!

#### YMCA Point Bonita Field & Family Adventure Hikes

The 3<sup>rd</sup> Sunday of every month

The YMCA Point Bonita is a center for innovative environmental learning- creating advocates for responsible living.

#### EMERGENCY PHONE LIST

- (415) 561-5656
- \*Faster response than 911, but need \$ or use cell phone
- (415) 561-5510
- 911 (free)
- (415) 925-7200
- (415) 899-7400
- (800) 876-4766



# Oakland Unified School District

Board of Education  
Paul Robeson Building  
1025 2nd Avenue, Suite  
320  
Oakland, CA 94606-2212  
(510) 879-8199 Voice  
(510) 879-8000 Fax  
(510) 879-8739 TTY/TDD  
boe@ousd.k12.ca.us

## Master

**File Number: 12-1051**

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<b>File ID:</b> 12-1051	<b>Type:</b> Agreement or Contract	<b>Status:</b> Draft
<b>Version:</b> 2	<b>Reference:</b>	<b>In Control:</b> Legal Department
<b>File Name:</b> Professional Services Contract - Point Bonita YMCA/YMCA of SF - Oakland Unified School District		<b>File Created:</b> 05/09/2012
		<b>Final Action:</b>

**Title:** Ratification by the Board of Education of a Professional Service Contract between OUSD and YMCA/YMCA of SF for the latter to provide 2 days and 1 night to 5 days and 4 nights experience with Outdoor Education Naturalists from arrival time until 4:45 p.m. each day, or until departure time on last day; evening programs from 7:15 p.m. to 8:45 p.m.; dorm style lodging with bunk beds and bathrooms; 1 to 3 meals provided per day, depending on arrival, departure or all day stay for the period of June 1, 2012 through June 30, 2015 in an amount that will not exceed \$78,500 per fiscal year.

### Notes:

### Sponsors:

### Enactment Date:

### Attachments:

### Enactment Number:

**Funding Source:** General Purpose

### Hearing Date:

**Contact:** Jacqueline.Minor@ousd.k12.ca.us.

### Effective Date:

### History of Legislative File

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Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 12-1051