

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-2385
Introduction Date	12-13-2017
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED SCHOOL DISTRICT**  
*Learning. Growing. Inspiring.*

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
**Board Meeting**  
**Subject** Ratification of Educational Organization Contract re Field Trips

<b>Action Requested</b>	Ratification of Educational Organization Contract between Oakland Unified School District and Santa Clara County Office of Education (Walden West Outdoor School) for the period of 11/6/2017 through 11/9/2017.
<b>Background</b> <i>A one paragraph explanation of why the contract services are needed.</i>	Walden West Outdoor School is operated by the Santa Clara County Office of Education (SCCOE). Walden West provides environmental science education for students in a outdoor residential camp setting. The programs focus on teaching State science standards through hands on learning and living, not possible in a traditional classroom setting, while exposing students to new social settings, getting them outside, and providing them with new experiences. Encompass Academy 5th graders and their classroom teachers will be attending the outdoor science camp.
<b>Discussion</b> <i>One paragraph summary of the scope of work</i>	This Agreement includes lodging, meals and hands on four day outdoor education camp led by trained educators at Walden West in Saratoga, CA. Lessons in the natural sciences aligned to California state standards are brought to life so students will develop an understanding, connection and sense of appreciation for the environment. Throughout the week, in field classes and cabin groups, the children interact with students from other schools and cultures.
<b>Recommendation</b>	Ratification of Educational Organization Contract between Oakland Unified School District and Santa Clara County Office of Education (Walden West Outdoor School) for the period of 11/6/2017 through 11/9/2017.
<b>Fiscal Impact</b>	Amount of District funds to be used for contract costs will not exceed \$ \$0 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: _____
<b>Attachments</b>	Educational Organization Contract



## CONTRACT JUSTIFICATION FORM

### This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 17-2385

Department: Encompass Academy

Vendor Name: Santa Clara County Office of Education (Walden West Outdoor School)

Contract Term: Start Date: 11/6/2017 End Date: 11/9/2017

Annual Cost: \$ No District funds

Approved by: \_\_\_\_\_

Is Vendor a local Oakland business? Yes  No

**Why was this Vendor selected?**

Santa Clara County Office of Education (SCCOE) operates the Walden West Outdoor School with a focus on teaching natural science lessons aligned to CA state science standards in a residential camp setting. SCCOE provides the location, curriculum and camp setting for this hands on learning and living environment. Encompass Academy 5th grade students and their classroom teachers have participated in this outdoor science camp field trip annually for several years.

**Summarize the services this Vendor will be providing.**

SCCOE will provide the lodging, meals, trained educators and curriculum materials to teach state science standards via hands on learning and living during the 4 day outdoor science camp. Lessons in science will be taught in a natural setting led by trained educators to develop students appreciation, understanding and connection to the outdoor environment. Students will be in new social settings and interact with students from other schools and cultures.

Was this contract competitively bid? Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No District funds are being used. Trip is funded via fundraising and voluntary donations.



# EDUCATIONAL ORGANIZATION CONTRACT ROUTING FORM

**Basic Directions**

*(Additional information and related documents are in the Knowledge Center on the left.)*

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

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

Attachment Checklist  Proof of liability insurance naming OUSD as Additionally Insured  
 Results page of the Excluded Party List (<https://www.sam.gov/>)

OUSD Staff Contact Email about this contract should be sent to: iram.nguyen@ousd.org

**Contractor/Agency Information**

Contractor Name	Santa Clara County Office of Education	Agency's Contact	Marie Bacher			
OUSD Vendor #	V052028	Title	Director, Environmental Education			
Street Address	15555 Sanborn Road	City	Saratoga	State	CA	Zip 95070
Telephone	408-573-3052	Email	marie.bacher@sccoe.org			
History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

**Terms**

Anticipated start date: 11/6/2017 Date work will end: 11/9/2017

**Budget Information**

**Fiscal Impact** Amount of District funds to be used for contract costs will not exceed \$50

Funding source will be:  General funds  Restricted funds  No District funds will be used

Resource #	Resource Name	Org Key	Object Code	Amount
				\$
				\$
				\$
Requisition #	Total Contract Amount (not to exceed)			\$ No District funds

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

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Minh Tram Nguyen	Phone	639-3350	Fax	510-639-3352
	Site / Department	EnCompass Academy					
	Signature				Date Approved	11/2/17	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Student Services <input type="checkbox"/> Risk Mgmt	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved		
	Signature (if using multiple restricted resources)				Date Approved		
3.	<b>Chiefs / Deputy Chiefs</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> Signature on the legal contract						
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason			Date	
<b>Procurement</b>	Date Received			PO Number			

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
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## EDUCATIONAL ORGANIZATION CONTRACT RE FIELD TRIPS

This Agreement is entered into between Santa Clara County Office of Education (Walden West Outdoor School) (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 the services ("Services" or "Work") as described in Exhibit "A" Educational Organization Compliance Form, attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be 11/6/2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300, whichever is later) to 11/9/2017. The work shall be completed no later than \_\_\_\_\_.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed \$0 District funds Dollars (\$0) 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.

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*; N/A which shall not exceed a total cost of N/A.

### 5. 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: Minh Tram Nguyen  
 Site /Dept.: Encompass Academy  
 Address: 1025 81st Ave.  
Oakland, CA 94821  
 Phone: 510-639-3350  
 Email: tram.nguyen@ousd.org

#### CONTRACTOR:

Name: Maria Bacher  
 Title: Director of Environmental Education  
 Address: Walden West  
15556 Sanborn Road, Saratoga CA 95070  
 Phone: 408-573-3052  
 Email: marie\_bacher@sccoe.org

Educational Organization Contract

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Insurance:**
1. 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 coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD 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.
- OR
- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **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, sexual orientation, or other legally protected class.
13. **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.
14. **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.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title

Educational Organization Contract

and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

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 30 days prior 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. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **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 contact with OUSD pupils in providing services to the District under this Agreement."

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 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 without the prior approval of OUSD Human Resources.

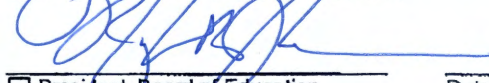
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, 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.

Educational Organization Contract

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.sam.gov/>).
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

  
 President, Board of Education \_\_\_\_\_ Date \_\_\_\_\_  
 Superintendent \_\_\_\_\_  
 Chief or Deputy Chief \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Education \_\_\_\_\_ Date \_\_\_\_\_

Form approved by OUSD General Counsel for 2017-18 FY

CONTRACTOR

  
 \_\_\_\_\_  
 Contractor Signature \_\_\_\_\_ Date 10/2/17

Marie Bacher, Director of Environmental Education  
Print Name, Title



EXHIBIT A

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

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

School: EnCompass Academy

Trip Dates: November 6-9, 2017

Educational Organization Name (including trade or business name):  
Santa Clara County Office of Education (Walden West Outdoor School)

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

Business Address: 15555 Sanborn Road, Saratoga, CA 95070

Business Telephone: 408-573-3050

24 Hour Emergency Phone Number Contact: 408-573-3060

Organization's office nearest tour site: same as above

Organization Representative and Contact Info: Marie Bacher, Director of Environmental Education, 408-573-3052

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: \$290.00

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

(a) Transportation: No

(b) Lodging: Yes

(c) Meals (what if any meals are included in cost): Monday dinner, Tues-Wed breakfast, lunch, dinner, Thursday breakfast, lunch

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

(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:

\$ 175 per Adult cost \$ \_\_\_\_\_

(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:

Walden West staff are employees of SCCOE and meet SCCOE standards for experience and training

Educational Organization Contract

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

The outdoor school program teaches state science standards through hands-on natural science lessons. Students will learn to appreciate the outdoor environments and will interact with other students from various schools and cultures.

**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)
Walden West Outdoor School	134	13,700	60	29	1

2. How long has this Educational Organization been arranging or conducting educational programs? 60 years

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

Name	Position
<u>Santa Clara County Office of Education</u>	<u>Marie Bacher, Director, Environmental Ed, Walden West School</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? Walden West -37

6. How many office locations does the organization maintain? 2

7. Where are the office locations? Saratoga, Cupertino, CA

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

Yes. Curriculum Guide. Pre and Post Activities.

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.

Yes. Some credentialed, most field staff very experienced.

Educational Organization Contract

11. Financial stability:

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

SCCOE is a governmental entity

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:

Encompass Academy students participate annually.

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

ACA

14. List Educational Associations to which organization currently belongs:

COSA

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: November 2, 2017 \_\_\_\_\_

Print Name and Title of Signer: Marie Bacher, Director, Walden West

Signature: Marie Bacher

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