

Board Office Use: Legislative File Info.	
File ID Number	17-2029
Introduction Date	10-11-2017
Enactment Number	17-1488
Enactment Date	10-11-17 <i>ef</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Board Meeting September 27, 2017
Subject Ratification of Educational Organization Contract re Field Trips

Action Requested	Ratification of Educational Organization Contract between Oakland Unified School District and <u>Naturalists at Large</u> for the period of <u>10/24/17</u> through <u>10/27/17</u> .
Background <i>A one paragraph explanation of why the contract services are needed.</i>	These services will assist Hillcrest achieve desired outcomes for experiential environmental learning while attending an outdoor education program with qualified, experienced staff.
Discussion <i>One paragraph summary of the scope of work</i>	Naturalists at Large will provide a complete Outdoor Education Program with qualified, experienced staff for Hillcrest School field trip to Pinnacles National Park. Please see the Addendum to this contract titled "Outdoor Education Program Contract" for more specifics.
Recommendation	Ratification of Educational Organization Contract between Oakland Unified School District and <u>Naturalists at Large</u> for the period of <u>10/24/17</u> through <u>10/27/17</u> .
Fiscal Impact	Amount of District funds to be used for contract costs will not exceed \$ <u>0</u> Funding source for the contract costs will be: <input type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds <input checked="" type="checkbox"/> No District funds will be used Resource Code: _____ - _____
Attachments	Educational Organization Contract



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-2029

Department: Hillcrest K-8 School

Vendor Name: Naturalists at Large

Contract Term: Start Date: 10/24/17 End Date: 10/27/17

Annual Cost: \$⁰ - no district funds

Approved by: Maria McCormick 

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Hillcrest has been using this vendor for over 15 years. They are experienced, qualified, safe and professional and have led very successful outdoor education trips for Hillcrest students since 2002.

Summarize the services this Vendor will be providing.

Outdoor education programming in Pinnacle National Park. See Exhibit A and Addendum for specifics.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

PTA reviewed cost and options.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA 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**



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EDUCATIONAL ORGANIZATION CONTRACT RE FIELD TRIPS

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

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A" Educational Organization Compliance Form and Addendum**, attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be 10/24/17 (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 10/27/17. The work shall be completed no later than 10/27/17.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed No 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 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, as provided in the agreed upon deposit schedule set out in Addendum attached hereto.
 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:* personal clothing, sundries, sleeping bag and pad which shall not exceed a total cost of 0.
- 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: Maria McCormick
 Site /Dept.: Hillcrest School
 Address: 30 Marguerite Drive
Oakland, CA
 Phone: 510.879.1270
 Email: noahcantan@gmail.com

CONTRACTOR:
 Name: Mike Nesbitt
 Title: General Manager
 Address: PO Box 3517
Ventura, Ca 93006
 Phone: 805.642.2692
 Email: info@natsatlarge.com

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 Contractor's 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

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.

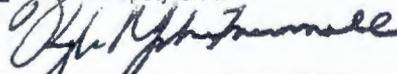
OAKLAND UNIFIED SCHOOL DISTRICT



 President, Board of Education

10/11/17
Date

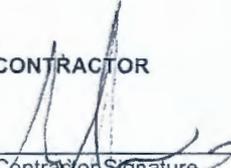
Superintendent

Chief or Deputy Chief


Secretary, Board of Education

10/11/17
Date

CONTRACTOR



Contractor Signature

8/31/17
Date

Mike Nesbitt - General Manager
Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

File ID Number: 17-2029
Introduction Date: 10-11-17
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Enactment Date: 10-11-17
By: 

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

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

School: Hillcrest School

Trip Dates: 10/24-10/27 of 2017

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

Prior/Alternative Organization Trade or Business Name used within last 10 years:
N/A

Business Address: _____

Business Telephone: PO Box 3517 Ventura CA 93006

24 Hour Emergency Phone Number Contact: 805.642.2692

Organization's office nearest tour site: Ventura, Ca

Organization Representative and Contact Info: Mike Nesbitt - 805.642.2692 - ext. 19 info@natsatlarge.com

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: \$420

2. Included services (complete or attach detailed form): (see also attached Addendum)

(a) Transportation: No

(b) Lodging: Yes

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

(d) Is an Educational Leader provided? Yes: No: If yes, how many hours per day? Approx. 12

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

Is coverage included in Program Costs? Yes: No:

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

(f) List any additional or optional costs to students, chaperones or OUSD:
\$None \$None

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

CPR and appropriate first aid certifications (at least WFA, often WFR and WEMT or EMT), university degree or equivalent, prior experience working with children in the outdoors, 3 reference checks, DOJ Livescan, DMV checks as allowed. 5 day Naturalists at Large field based training and orientation as a minimum for incoming instructors. Many Naturalists cross trained in other areas.

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

Environmental, outdoor, and natural history education, hiking, camping, outdoor living skills and top-rope rock climbing. See Naturalists at large contract for specific services. See Naturalists at large contract for specific services.

Educational Organization Information:

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

Trip Name	Annual Number of Groups	Annual Number of Students	Number of Years Offered	Number of Injuries to Participants (during last 5 years)	Number of Substantiated Complaints (during last 5 years)
Varied	160	8700	30	Nothing sustained	0
				beyond original	
				medical services	

2. How long has this Educational Organization been arranging or conducting educational programs? 30 years

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

Name	Position
<u>Richard Stowell</u>	<u>CEO - Founder</u>

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

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

5. How many full time employees does the organization have? 9

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

7. Where are the office locations? Ventura, Ca

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

Journals if requested, art/activity resources, group building and propped initiative equipment. Naturalists are provided myriad teaching supplies and resources.

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

Yes

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

Some

11. Financial stability:

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

Ventura Community Bank (805) 642-9955

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:

References available upon request

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

N/A

14. List Educational Associations to which organization currently belongs:

AEE, ACA

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. _____

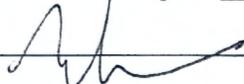
16. Has the organization complied with the consumer protection requirements of California's Seller of Travel law? Yes: No:

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: 8/31/17

Print Name and Title of Signer: Mike Nesbitt

Signature: 

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



DISCOVERING THE WORLD

NATURALISTS AT LARGE

MOUNTAINS • DESERTS • SEASHORES

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

www.naturalistsatlarge.com

Sarah Holliman
Hillcrest School
30 Marguerite Drive
Oakland, CA 94618

RE: Grade 6-8 PINNACLES NAT'L PARK Program, 10/23-10/27, 2017 Fall, Trip #197.017

Dear Sarah,

Thank you for selecting Naturalists at Large as your outdoor education partner. Our goal is to provide you with the best possible outdoor program for your students.

Please review our Program Contract carefully and sign and return it at your earliest convenience. Unfortunately, your **program cannot be confirmed** until we receive your signed contract and first deposit.

Please note that you are contracted for a minimum number of participants. If you feel that you cannot meet your minimum, contact us immediately. Please remember you are responsible for payment in full for all minimum contracted participants.

It is important to observe your trail group size as shown on the first page of the Contract. If the number of students participating changes, your number of trail groups may also change. We cannot guarantee increases in the number of trail groups. If you wish to have a smaller group size, please contact us. Smaller groups will increase your program costs.

We appreciate your close attention to the due date for your Final Participant Numbers. We suggest you mark your calendar as a reminder to provide numbers to us on that date. The numbers given on that date are the ones we base the billing upon. Your help with keeping us updated on numbers, at all times, is crucial to planning a successful program.

A link to your Faculty Planning Page will be emailed to you. All the latest forms and trip information will be available to you there.

Lastly, as you know, the next few years will bring substantial changes to the minimum wage scale. With these reforms, we expect an increase in not only our own payroll expense, but in the expenses of our vendors and subcontractors. Consequently, we anticipate a slight increase in our program pricing, and will evaluate the necessity of that increase on an annual basis moving forward.

Naturalists at Large will continue to do everything in its power to offer high quality, valuable, and affordable programming. Our flexibility in terms of program models, options, and locations remains another avenue for designing a program that suits your needs.

Please do not hesitate to contact us if you have any questions. We are looking forward to sharing the outdoors with you.

Sincerely,

All of us at Naturalists At Large

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

OUTDOOR EDUCATION PROGRAM CONTRACT

Hillcrest School

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

2017 Fall TRIP CODE 197.017
 PROGRAM DATES 10/23-10/27
 PROGRAM DAYS Mon. - Fri. Initial: _____
 SITE PINNACLES NAT'L PARK
 GRADE 6-8
 "TRAIL" GROUP SIZE 9
 If your contract indicates your request for small group sizes, we will make every effort to honor this request. However, we cannot guarantee availability of staff. **Our usual group size is 14.** Your fees will be reduced if a larger group size is required.
 Initial _____

SUMMARY:

HEAD CHAPERONE/FACULTY* Sarah Holliman (Erika Lonergan-backup)
 (NAL will direct all trip information and questions to this person.)
 HOME PHONE* 510-508-0774 email sarahholliman@yahoo.com
 Best time to reach you at the school Work day
 ADMINISTRATOR* Noah Canton
 HOME PHONE* 559-906-1923 email noahcanton@gmail.com
 (Home phone numbers will only be used in an emergency.)

*Please use a separate sheet for multiple head chaperones.

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

PER STUDENT FEE: \$420.00 ** Minimum number of students at above fee: 87 MINIMUM CONTRACTED FEE \$36,540.00 PER FACULTY/CHAPERONE FEE: \$0.00 * See contract limitations (i.e.. max of 1/10 @ faculty rate)	1ST DEPOSIT DUE 05/12/17 PLEASE SEND YOUR SIGNED CONTRACT WITH THIS FIRST DEPOSIT. Your first deposit reserves your site and dates and is non refundable. 2ND DEPOSIT DUE 08/25/17 3RD DEPOSIT DUE 10/13/17 ESTIMATED PARTICIPANT COST \$39,060.00
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Please enter your anticipated participant count: **Students** 96 **Faculty/Chaperones** 14

PLEASE MARK YOUR CALENDAR -- Your Final Participant Count is Due On: **10/13/2017**

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

- 1) Please follow our equipment list closely.
- 2) School must obtain a "Fee Waiver" from this site in order to avoid fees for their buses or vehicles.
- 3) A shuttle van or bus is encouraged to shuttle students into park.
- 4) Program depends on availability of sites.
- 5) If you intend to repeat this program next school year sites must be booked a year in advance. Please contact us accordingly for future programs.

THIS CONTRACT IS AN ADDENDUM TO OUSD EDUCATIONAL ORGANIZATION CONTRACT.

Program will include 1 climbing block per trail group

Initial your agreement: SH

OUTDOOR EDUCATION PROGRAM CONTRACT

(cont.)

I. Assumptions:

Naturalists at Large feels certain assumptions are a part of any outdoor or experiential program:

1. Outdoor experiences augment classroom activities.
2. Shared common experiences promote mutual support between faculty and students and foster better **understanding.**
3. **Participation increases the student's sense of personal confidence.**
4. **Outdoor experiences develop familiarity and identification with the natural world.**

Initial your agreement: SH

II. Overview of your program and special provisions:

A program of camping at Pinnacles Campground on the east side of Pinnacles National Park. The camping trip is intended to provide your students and faculty with a shared experience from which to build class unity and spirit. The program will consist of establishing a camp, camp chores, an introduction to the natural history of the area, basic rock climbing techniques (an additional cost option), minimum impact wilderness travel techniques, group games and activities, evening activities (e.g. campfires, star talks, student presentations, and small group discussions). Naturalists at Large supplies all group-shared equipment for this program, including tents, group kitchen, and all meals while at our base camp.

Additional time in the Park for exploring or climbing is possible if the school provides a vehicle (i.e. van) to shuttle students from and to the campground. The walk from the campground to the Park headquarters is 1.5 miles.

Initial your agreement: SH

III. Naturalists At Large ("NAL") provides:

1. A complete outdoor education program planned in conjunction with your school at your selected site ("Your Program").
2. One NAL instructor (who each have and maintain a minimum of both a *CPR* and a *Wilderness First Aid* certification) for each "trail group" of participating students ("Trail Group"), but not to exceed the student-instructor ratio determined at least 21 days prior to departure. The standard Trail Group size is 14 students.
 - a. If Your Program student numbers decrease, Your Program number of Trail Groups may decrease also. Please adjust the number of Trail Groups in Your Program to reflect the actual number of students attending Your Program.
 - b. Trail Groups must be maximized to the highest contracted number. For example, with Trail Group sizes of 12-14 students, Trail Groups should be arranged with 14 students each as closely as possible.
 - c. *Smaller Trail Group sizes may be requested at additional cost, but cannot be guaranteed.*
3. All shared group equipment appropriate to Your Program.

4. Lodging or camping facilities appropriate to Your Program. Unless special arrangements have been made, NAL cannot guarantee exclusive use by Your Program of any site.
5. All meals while at Your Program site, unless other arrangements are made in writing.
6. An emailed link to the Faculty Planning Page, which link includes the equipment list, driving instructions, *Acknowledgement of Risk* forms, medical forms, group lists, as well as other helpful information for planning Your Program.
7. *General Liability* insurance as well as secondary/excess coverage accidental injury insurance. Participant's insurance is primary; NAL's insurance covers excess expenses up to NAL's limit. Participants should have their own medical/accident insurance.
8. An orientation/information session for teachers, parents and/or students upon request by the school.

* * *

NAL reserves the right to re-schedule or re-locate Your Program to a mutually acceptable site and/or date if local authorities or land managers deem that access to or use of the original site of Your Program is unsafe, or if such authorities or managers inform NAL of other concerns that require such a change. NAL outdoor education programs are offered as a "package". There are no-refunds or credits if conditions beyond NAL's control make it impossible to include a particular portion of Your Program.

Initial your agreement: SH

IV. Your School ("You" or "Your") agrees, and promises in the future, to:

1. Make every effort to see that Your students are properly equipped for Your Program (see equipment list).
2. Appropriately and adequately supervise Your students during Your Program. NAL expects there will be at least one adult chaperon, be it a member of Your faculty or one of Your other selected chaperons (collectively, "Your Chaperons"), for each Trail Group. Your Chaperons are expected to accompany Your students at all times during Your Program. You will be responsible for distributing to each of Your Chaperons participating in Your Program a copy of the "*Outdoor Education Handbook for School Faculty and Chaperons*" (the "Handbook") that will be available to You on the Faculty Planning Page. You will be responsible for requiring each of Your Chaperons to read the Handbook and for following the guidelines, rules, and policies contained therein.
3. Provide transportation to and from Your Program sites, and to bring a school vehicle to use for non-emergency medical and disciplinary situations, except for trips to Catalina Island. A vehicle provided by You for Your Program will help avoid an ambulance charge for minor medical transport.

4. Provide NAL with an unaltered (i) completed "*Participant's Personal & Medical Information*" form, and (ii) signed and dated NAL "*Acknowledgment and Assumption of Risks and Responsibility, and Release from Liability*" form, for each of Your students and each of Your Chaperons participating in Your Program. These forms may not be altered or changed in any way, and if altered or changed in any way they will be deemed unacceptable. Upon submission to NAL these forms will become the property of NAL.
5. Provide NAL with the number of participants in Your Program (Your students and Your Chaperons), medical alerts and the list of Your Trail Groups at least 10 days prior to the start of Your Program.
6. Return all NAL equipment used during Your Program in good working order. In the event that any facilities or equipment of NAL or its vendors is damaged, destroyed (i.e. cost of repairs exceed value), or lost, You agree to pay for the cost of the (i) repair of such facilities and/or equipment, or (ii) replacement of such equipment.
7. Require and ensure that all of Your students and Your Chaperons not consume alcohol or use any legal form of marijuana ("Marijuana"), or any illegal substances, during Your Program. NAL's alcohol and Marijuana policy forbids the use of alcohol or Marijuana by NAL staff during all NAL programs, and expects anyone supervising Your students not to consume alcohol or to use Marijuana. You hereby acknowledge and agree that failure by you to strictly comply with NAL's no alcohol, no Marijuana, and no illegal substance use policy, and breach of Your agreement herein to require and ensure that all of Your students and Your Chaperons not consume alcohol or use Marijuana or any illegal substance during Your Program may result in NAL's early termination of Your Program, and will result in liability to You if any alcohol-related, Marijuana-related or illegal substance-related incidents cause any harm or damage to anyone or anything. Many sites that NAL uses have no-alcohol, no-Marijuana and no-illegal substance policies by which NAL, You, Your students, and Your Chaperons must abide.
8. Ensure that each of Your Chaperons understands and acknowledges that pursuant to the Handbook during Your Program Your Chaperons are responsible for Your students during the night from 9:00 p.m. until breakfast, and that You are responsible for Your Chaperons and Your students complying with the guidelines, rules and policies of the Handbook.
9. Accept and assume responsibility and indemnify and hold NAL, and NAL's affiliates, shareholders, directors, officers, employees, representatives, and independent contractors (together, the "NAL Parties") harmless from and against, and shall reimburse the NAL Parties for, all losses, damages, liabilities, judgments, costs or expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from (i) a breach or violation by You of Item 7 above, (ii) negligence, gross negligence or willful misconduct by any of Your Chaperons or Your students during Your Program, and/or (iii) third-party vendors such as, but not limited to, vendors for bicycle rentals, archery, river rafting, horseback riding or any other non-NAL-provided activity.

Initial your agreement: SH

V. **Cost:**

1. Total student fees are based upon the minimum number of Your students indicated on the **Contract Summary**. Please contact NAL immediately if Your expected minimum number of students varies from the number You indicated on the **Contract Summary**.
2. Faculty in excess of one faculty member per 10 students will be charged the student rate.

Initial your agreement: SH

VI. **Cancellation and Refund Policy:**

You acknowledge and agree that:

1. Your deposit for Your Program is non-refundable, as it reserves Your Program.
2. If You cancel Your Program 30 days or more before the start of Your Program, Your 1st DEPOSIT (as set forth on page 1) will be forfeited.
3. If You cancel Your Program less than 30 days prior to the start date of Your Program, all of the fees You paid for Your Program (i.e., Your 1st DEPOSIT, Your 2nd DEPOSIT, plus Your 3rd DEPOSIT, each as set forth on page 1, together, "Your Total Fees") will be forfeited.
4. If You reschedule Your Program 30 days or more before the start of Your Program to another available NAL time period or another program site, for any reason, You will be charged an additional fee equal to 35% of the Your Total Fees for Your Program. This additional fee covers lost deposits, additional instructors' compensation, forfeited perishable food, equipment rental, and NAL's preparation time.
5. If You reschedule Your Program less than 30 days prior to the start date of Your Program, all of Your Total Fees for Your Program will be forfeited.
6. There are no refunds for (i) early departure from Your Program, or (ii) failure to arrive at the site of Your Program.
7. If You elect to leave Your Program or if You do not arrive for Your Program for any reason, all of the fees You paid for Your Program will be forfeited.
8. In the case of official closure of a site for Your Program, or restricted access to a site for Your Program by a local, state or national authority, an alternate site for Your Program or alternate dates for Your Program dates will be provided by NAL.

* * *

Transportation Disclaimer: NAL arranges travel for Your Program as a courtesy to You. NAL is unable to guarantee the timeliness of the carriers, which may be delayed for any number of reasons beyond NAL's control, and accordingly You acknowledge and agree that NAL is not responsible for any such schedule changes.

Individual Student Cancellations:

1. Individual student cancellations for Your Program made more than 10 days before the start date of Your Program will not be charged the PER STUDENT FEE (as set forth on page 1) if:
 - (a) the cancellation does not result in You going below the "minimum number of students at above fee" (as set forth on page 1), and
 - (b) You inform the NAL office in the manner set forth below of such student cancellation more than 10 days before the start of Your Program.
2. Individual student cancellations for Your Program made more than 24 hours and up to 10 days before the start date of Your Program will be assessed a charge equal to 45% of the regular PER STUDENT FEE (as set forth on page 1) if:
 - (a) the cancellation does not result in You going below the "minimum number of students at above fee" (as set forth on page 1), and
 - (b) You inform the NAL office in the manner set forth below of such student cancellation more than 24 hours before the start of Your Program.
3. Individual student cancellations for Your Program made 24 hours or less before the start of Your Program are considered "no shows", and will be assessed the regular PER STUDENT FEE (as set forth on page 1).

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Cancellations can be made by calling the NAL office at least 24 hours prior to start date of Your Program.

Initial your agreement: SH

VII. NAL is not, and will not be, responsible for any personal equipment and/or personal belongings of participants on Your Program.

Initial your agreement: SH

VIII. NAL Has Been Providing Outdoor Education Programs For Over 30 Years.

NAL has been providing outdoor education programs at various sites throughout the State of California for 7,000 to 9,000 students a year since 1985. The principal owner/director is Richard Stowell, who has not had any judgment, including a stipulated judgment, order, or plea of nolo contendere entered against him, nor has he been convicted of any criminal violation in connection with the sale of any travel services, for a period of 10 years predating this contract.

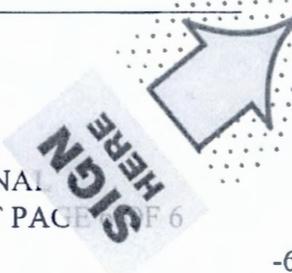
"NAL"
NATURALISTS AT LARGE

By: [Signature]
Printed Name: Mike Nesbitt
Title: General Manager / CEO
Date: 4/24/17

"School"

By: [Signature]
Printed Name: Sarah Holliman
Title: Head Chaperone
Date: 6/15/17

By signing above, the signator represents and warrants that the signator is an Authorized Representative of the School



Hillcrest School

Payment Worksheet 2017 Fall

10/23-10/27 PINNACLES NAT'L PARK GRADE 6-8 TRIP CODE 197.017

GROUP SIZE MINIMUM NUMBER MINIMUM CONTRACT FEES
 9 87 \$36,540.00

Minimum numbers and contract fees may be renegotiated up to one month prior to the start of your program. The school is responsible for contacting NAL and requesting new student fees if numbers drop below the minimum contracted price.

Minimum Contract Fees = minimum number times student fee.

Cancellations within ten days of program = 45% of student fee.

No Shows = 100% of student fee.

Please see contract for complete details

STUDENTS		X	FEE	=	ESTIMATED STUDENT TOTAL
92			\$420.00		\$38,640.00

FACULTY	1/10 ratio		FEE	=	ESTIMATED FACULTY TOTAL
10		X	\$0.00		\$0.00

ADD'L FACULTY		X	FEE	=	ADD'L FACULTY TOTAL
1			\$420.00		\$420.00

ESTIMATED PARTICIPANT COST
\$39,060.00

Transportation and options are not included here. Please refer to individual invoices for options, boat estimates, NAL scheduled bus estimates, kayaking, overnights, rapelling, ropes or other optional activity charges.

DEPOSIT DUE	DEPOSIT AMOUNT
5/12/2017	\$9,765
2ND DEPOSIT DUE	2ND DEPOSIT AMOUNT
8/25/2017	\$14,648
3RD DEPOSIT DUE	3RD DEPOSIT AMOUNT
10/13/2017	\$14,648