

Board Office Use: Legislative File Info.	
File ID Number	21-1187
Introduction Date	6/2/21
Enactment Number	21-0925
Enactment Date	6/2/2021 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date June 2, 2021

Subject Professional Services Agreement 2020-2021 – Nexlore – Summer Learning Program – Rise Community School Hub – Community Schools and Student Services Department

Ask of the Board Ratification by the Board of Education of Professional Services Agreement 2020-2021 between the District and Nexlore, Hallandale Beach, FL, for the latter to provide 24 days of programming during Summer 2021, Mondays through Fridays, every school day from 12:00 p.m. to 3:00 p.m. at Rise Community School as described in the Scope of Work, in an amount not to exceed \$15,600.00, for the period June 7, 2021 through July 9, 2021.

Background The District’s 21st Century Community Learning Centers (21st CCLC) grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, the District is contracting with community partners to provide daily academic support, enrichment, and physical activity services to OUSD students for 2-6 weeks over the summer. Summer services will be delivered remotely or in-person, based upon the choice of each family. Summer providers will work in partnership with the District’s After School and Summer Learning units to align summer program goals with District priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: Rise Community School.

Discussion There is a great need for summer programming for students every year. However, as we emerge from more than a year of sheltering in place and students attending school remotely, there is even greater need to provide summer services to as many students as possible. These services can help mitigate some of the learning lost during this time and help increase students’ abilities to make a strong start to the upcoming school year.

Fiscal Impact Resource 3210/Elementary and Secondary School Emergency Relief (ESSERS) in the amount of \$15,600.00

Attachment(s)

- Professional Services Agreement 2020-2021
- Site Summer Program Plan
- Site Budget

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

PROFESSIONAL SERVICES AGREEMENT 2020-2021

This Professional Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Full Name of Vendor **(Nexplore)**

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

Start Date **(June 7, 2021)**

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

End Date **(July 9, 2021)**

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

- 4. Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

- 5. Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. Unless OUSD communicates to VENDOR in writing otherwise, VENDOR shall register with and maintain current information within OUSD's Enrichment Provider database. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. Confidentiality and Data Privacy.

- a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services,

provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive student data in connection with this Agreement, it agrees to do so only after executing the [California Student Data Privacy Agreement](#) (“CSDPA”), which shall be incorporated by reference into this Agreement upon execution. All confidentiality requirements, including in the CSDPA, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily rendering Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:

\$ Not-to-Exceed Amount (15,600.00)).

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
 - d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were rendered, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory under receipt by VENDOR of such notice.
 - d. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
 - e. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days

- after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Name **Dori Larea**)
Title: Title **Chief Executive Officer**)
Address: Address **403 NE 2nd Ave**)
City, ST Zip: City, ST Zip **Hallandale Beach, FL 33009**)
Phone: Phone **786-768-6111**)
Email: Email **dori@nexploreusa.com**)

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

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.

- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
 - (x) VENDOR can negotiate its own rates;
 - (xi) VENDOR can set its own hours and location of work; and
 - (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. **Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warrants.

15. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.

- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to fingerprint and conduct a criminal background investigation in accordance with Education Code section 45125.1 and, through its execution of this Agreement, VENDOR certifies its compliance with these provisions as follows:

VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all VENDOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Workers") regardless of whether those Workers

are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of VENDOR, who may have contact with OUSD pupils in the course of providing Services pursuant to this Agreement, and the California Department of Justice has determined that none of those Workers has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR has also received and reviewed fingerprint results for each Worker and VENDOR has requested and reviewed subsequent arrest records for all Workers who may come into contact with OUSD pupils in providing services to OUSD under this Agreement.

Notwithstanding this certification, VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that

it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
 - c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
 - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.

22. **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. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **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 this Agreement.
24. **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.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any

information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of 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/>).
27. **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 described in Paragraph 8 (Compensation). 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.
28. **Indemnification.**
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal

representation that **VENDOR** proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless **VENDOR**, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“**VENDOR** Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend **VENDOR** Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
29. **Audit.** **VENDOR** shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of **VENDOR** transacted under this Agreement. **VENDOR** shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. **VENDOR** shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to **VENDOR** and shall conduct audit(s) during **VENDOR**’S normal business hours, unless **VENDOR** otherwise consents.
 30. **Litigation.** This Agreement shall be deemed to 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.
 31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. **VENDOR** 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.

32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been


received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Dori Larea Signature: 
Position: Chief Executive officer Date: 5/4/2021

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Andrea Bustamante Signature: 
Position: Executive Director, Community Schools & Student Services Date: 5/5/2021

- Board President
- Superintendent
- Chief/Deputy Chief

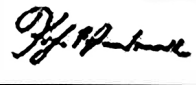
Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 6/3/2021

EXHIBIT A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

Add General Description of Services Vendor will work in partnership with regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school site to provide afternoon in-person and virtual enrichment opportunities based on preferences of the families, physical activities, and support services to enable students to participate in a 4-6 hour daily summer learning program; program activities based on youth development quality standards; work collaboratively with the District Summer Learning and After School Programs Offices; conduct outreach for summer student recruitment and communicate regularly with families over the summer; fulfill District grant reporting requirements, including submission of summer attendance records; and maintain regular communication with District Summer Learning and After School Programs Offices to review progress on summer program goals for the Summer Learning Program at Rise Community School. Providers will comply with 21st Century Community Learning Centers grant requirements.)

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Add Description of Different Services Vendor would switch to entirely remote programming via Zoom)

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: \$ **Hourly Rate** (Click or tap here to enter text.) per hour

Daily Rate: \$ **Daily Rate (2600.00)** per day

Weekly Rate: \$ **Weekly Rate** (Click or tap here to enter text.) per week

Monthly Rate: \$ **Monthly Rate** (Click or tap here to enter text.) per month

Per Student Served Rate: \$ (Click or tap here to enter text.) per student served

Up-Front/One-Time Payment: \$ (Click or tap here to enter text.)

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

(Click or tap here to enter text.)

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

(Students will begin to recover some lost learning from the current school year and be in a better position to begin next year.)

3. **Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

(Click or tap here to enter text.)

Action Item added as modification to Board Approved SPSA – VENDOR agrees to submit the following documents to the Resource Manager either electronically via email or scanned documents, fax or drop off.

- Relevant page of SPSA with action item highlighted. Page must

include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following:*

- Commercial General Liability Insurance
- Workers’ Compensation Insurance
- Tuberculosis Screening
- Fingerprinting/Criminal Background Investigation



OUSD Expanded Learning Programs - Summer Program Plan 2021

21st Century Community Learning Center (21st CCLC) - DUE March 26th to the Expanded Learning Department

SECTION 1: Summer Program Snapshot

School Site: TBD	Summer Principal: Michelle Grant	What model are you supporting? <i>Integrated</i>	Grades Served: K – 5th
Lead Agency Name: Nexplore	Site Coordinator: Evelyn Herrera	Target Summer (ADA) Average Daily Attendance: 140	Program Dates: June 7th – July 9th

SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

DL I understand that my agency’s contracted summer funds are based on the above-average daily attendance target number. I understand that my program should strive for 85% of this attendance target by the end of the first week of the program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers and to support my student recruitment and retention plan for the remainder of the summer.

DL I understand that I am required to input my actual attendance numbers into the Cityspan attendance system **daily** during the summer program. I will cross-check signatures on my daily sign-in/out sheets with numbers inputted into Cityspan to ensure that the numbers match up and that Cityspan accurately reports my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.

DL I understand that I am required to submit electronic copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30th by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD’s attendance reporting to the California Department of Education.

DL I understand that OUSD’s 21st Century federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, as required by the California Department of Education, and will submit any summer programmatic or fiscal records to the OUSD Expanded Learning Office, as requested, for school district reporting and auditing purposes.



DL__ I understand that if I am provided an integrated summer program model, the summer program may operate for up to 6 hours total daily. Your program hours will depend on your collaboration with the school. All students must be off-site by 3:30 pm and staff must be off-site by 3:40 as the building will be promptly locked at 4 pm daily. We also understand that this may shift due to current county health and safety guidelines.

DL If I am an independent program, I understand that OUSD will only cover custodial costs for four to six weeks of my summer program until 3:15 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four to six weeks, and beyond the hours of 3:15 pm daily.

DL I understand OUSD Summer Programs are intended to be free programs. If program fees are charged, a sliding scale must be offered and students qualified for program participation cannot be turned away due to inability to pay.

Name and Signature of Summer Lead Agency Director: __Dori Larea – Nexlore
CEO _____

SECTION 3: Summer Calendar and Daily Schedule

- a) Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration) by May 18th.
- b) Please turn in a copy of your daily schedule detailing your full 6 hour program (Note: sites that are using the A+B model must include the morning academic program in the daily schedule you submit) by May 18th.
 - Please note that all programs under the A+B model will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snacks (provided by OUSD), between the hours of 12:15 – 3:15.
 - Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

SECTION 4: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

- a) All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is: ___TBD_____



SECTION 5: Summer Line Staff Information (As much as is known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:14 adult to student ratio.

Summer staff must meet the minimum staff qualifications according to the 21st Century grant requirements:

- Must pass fingerprint background clearance by DOJ and FBI
- Must have TB clearance
- Must have at least 2 years of college (48 semester units), or pass the Instructional Aide exam administered by the Alameda County Office of Ed

You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.

Important Note: Summer program staff in A+B programs will be expected to attend 12 – 15 hours of OUSD summer line staff training. The Summer Site Coordinator and summer program staff should be hired **no later than May 4th**

Site coordinator name	Email	Current site:	Summer Teaching assignment(s) (Grade & subject, if known)
Evelyn Herrera	herz8726@gmail.com		
Line Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Mel Leroy	leroymh@hotmail.com		
Jennifer Fryer	peacefulpotter@yahoo.com		
Maya Robey	maya.robey@gmail.com		
Stefania Torres	stephaanie150@gmail.com		
Kayla Patrick	Patrick.kaylaa@gmail.com		
Savanna Quintero	savannahmmq@gmail.com		



Kimberly Torrez	Kimberlytorrez510@gmail.com		
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SECTION 6: Facilities

Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from the start of program to 4.

Indoors (specify room numbers and space names)			Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used
10 Classrooms TBD	14	12:30- 3:00	Playground		
			Outdoor Bathrooms		
			Field		



SECTION 6a : PROGRAM FEES

Will your expanded learning program charge program fees for 2021? Yes No

If, “YES, program fees will be charged,” please complete the following assurances. Both the Principal and Lead Agency partner should initial below.

Principal	Lead Agency	ASSURANCES
		Our program will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation
		Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay. Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand. This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials. Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.
		Our program will publicize the program fee structure in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).
		Our program shall not charge a fee to a family for a child if the program once notified that the child is a homeless youth , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), or for a child who the program knows is in foster care.
		Our program will provide receipts to parents/guardians for each payment made.
		The lead agency will manage funds raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing the amount collected from program fees and expenditures. This will be turned in quarterly.
		The Use of Fees: Any fees collected by programs shall be used for program activities, services for students, and program administrative costs. CDE guidance calls for all programs to “keep accurate records of fees collected, and fees should be tracked separately from the grant funds received.” Keep documents in the event of an annual financial audit and/or Federal Program Monitoring (FPM). Families who receive free and reduced lunch should be prioritized for no cost program admission.
		Our program will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation
		Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay. Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand.



SECTION 6b : PROGRAM FEES (Continued)

Describe how the school/program plans to collect program fees and who will be exempt from paying fees or received a reduced fee?	
Describe how all fees collected will be used for after-school programming.	
Describe how fees will be communicated to school leaders/school community.	

Attach a copy of written evidence of your program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes?)

SECTION 7: Adaptive Programming Addendum

1. OUSD will provide a safety lead who will lay the foundation for safety on campus as well as supplies and PPE. Your agency will take an active collaborative role in terms of in-person safety and health guidelines.
2. For in-person programs: Every in-person summer program will implement the following COVID-19 safety procedures:
 1. Face coverings
 2. Stable groups
 3. Physical distancing
 4. Adequate ventilation
 5. Hand hygiene
 6. Daily screening for symptoms or exposure to COVID-19

X	Our program staff will participate in safety training and collaboration in relation to the above safety procedures.
X	Our agency will actively monitor and implement safety procedures in accordance with county and state guidelines.



While our goal is for in-person learning in accordance with state and county health guidelines in regards to Covid-19, we need all summer lead agencies to have contingency plans to pivot to distance learning as needed to include program delivery via digital platforms in partnership with their school site partner.

<p>Describe how the program will adjust the <u>curriculum</u> to accommodate distance learning.</p>	<p>Nexplore's curriculum is a mix of PE, STEAM and life skills activities that is based on consumable along with reusable supply in case of on-site learning. In case we need to shift to <u>virtual learning, we plan on eliminating STEAM activities that are reusable base rather focus only on reusable base STEAM curriculum. We will also shift towards running virtual PE and life skills classes</u> and virtual learning.</p>
<p>Describe how the program will <u>engage students</u> virtually.</p>	<p>Nexplore is planning on shipping consumables to our student home and providing a zoom link. Nexplore will make sure to have students' addresses confirmed and checked in advance to allow a quick delivery of merchandise. Alternatively we can arrange for a pick day for families to collect the consumables from site.</p>
<p>How would the program recruit students with the shelter in place requirement?</p>	<p>Nexplore offers an excellent hands-on virtual experience via our consumables. Inciting students to participate in such activities should not be a hard task. We plan on providing digital literature to the families and share with them our exciting – hands on curriculum.</p>

DocuSigned by:
Doni Larea
7A75CB551540435...

5/4/2021

Signature of Summer Lead Agency Director: _____

Signature of Summer Hub Site Principal: _____

21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET
ELEMENTARY & MIDDLE SCHOOLS 2018

Site Name:	NorthEast Hub		
Site #:			
Lead Agency	Nexpflore		
# of summer students (ADA)	140		
# of summer program days	24		
Total 21st CCLC Grant Funds	\$62,400	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
TOTAL CONTRACTED FUNDS		\$62,400	\$2,900

BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$9,325	
4310	Curriculum	\$6,600	\$2,400
5829	Field Trips (fees, supplies)	\$0	
	Bus tickets for students	\$0	
	Rental bus for field trips	\$0	
	Snacks		
	Incentives		\$500
	Family Night supplies		
	Total books and supplies	\$15,925	\$2,900

CONTRACTED SERVICES			
5825	Site Coordinator (24 days x \$150/day + \$400 training)	\$4,000	
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Enrichment Facilitators (10 facilitators x 3 hrs/day x 24day x \$40) + \$480 prep time x 10 facilitators + \$225 x 10 facilitators for Covid training	\$36,075	
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development	\$4,000	
5825	Employee benefits		
5825			
5825			
5825			
	Total services	\$44,075	\$0

IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services		\$0

SUBTOTALS			
	Subtotals DIRECT SERVICE	\$60,000	\$2,900
	Allowable lead agency admin (at 4% of contracted funds or less)	\$2,400	
TOTALS			
	Total budgeted per column	\$62,400	
	BALANCE remaining to allocate	\$0	

Required Signatures for Budget Approval: _____ DocuSigned by: Doni Larra Date: 5/4/2021

Lead Agency: _____ 7A75CR551940435

- Notes:
- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
 - 2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Riemer Insurance Group, Inc.
INSURED: Nexplora, Nexplora LLC; Nexplora USA; Nexplora Franchise Group LLC
CONTACT NAME: Ketsia Milord
E-MAIL ADDRESS: kmilord@riemerinsurance.com
INSURER(S) AFFORDING COVERAGE: Philadelphia Ins Company, Markel American Insurance Co

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Accident.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is additional insured with respect to Genera Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: Oakland Unified School District, Attn: Risk Management, 1000 Broadway Ste 440, Oakland, CA 94607. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Riemer Insurance Group, Inc.		NAMED INSURED Nexplore, Nexplore LLC; Nexplore USA; Nexplore Franchise Group LLC 403 NE 2nd Ave Hallandale, FL 33009	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Student Accident

****Student Accident: Effective 12/07/2020- 12/07/2021 Carrier: Markel Insurance Company - Policy# AMM2609-01**

Aggregate Limit of Indemnity:\$250,000 Accidental Death & Dismemberment: \$5,000 Accident Medical Expense:\$25,000

Dental Accident Expense: ncluded in AME Benefit Sickness Medical Expense: NIL Catastrophic Cash Benefit:

NIL Benefit Period: 52 weeks Accident medical, Dental accident and sickness medical coverages are subject per claim deductible of \$0.00

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK2223121

Additional Insured

City Of Miramar, 2300 Civic Center Pl,
Miramar, FL 33025
2300 Civic Center Pl
Miramar, FL 33025-6577

CG2026 - FL - Loc #1

Additional Insured

Oakland Unified School District
Attn: Risk Management
1000 Broadway Ste 440
Oakland, CA 94607-4033

CG2026 - General Liability
Re: Tutoring

Additional Insured

Kidventure
2501 Central Pkwy Ste B2
Houston, TX 77092-7740

CG2026 - General Liability

Additional Insured

Antioch Unified School District
510 G St
Antioch, CA 94509-1259

CG2026 - General Liability
Re: Tutor class

Additional Insured

City of Austin
PO Box 1088
Austin, TX 78767-1088

CG2026 - General Liability
RE: Tutor class

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK2223121

Additional Insured

The City of Agoura Hills, its officers,
officials, employees and volunteers
30001 Ladyface Ct
Agoura Hills, CA 91301-2583

CG2026 - General Liability
Re: Zumba Class

Additional Insured

City of Milpitas
455 Calaveras Blvd
Milpitas, CA 95035-5411

CG2026 - General Liability

Additional Insured

Cajon Valley Union School District
750 E. Main Street
El Cajon, CA 92020-4012

CG2026 - General Liability
Remarks: Summer Camp Services

Additional Insured

City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301-1016

CG2026 - General Liability
providing Summer Camp Services



March 10, 2021

To whom it may concern,

All Nexplore contractors/employees, volunteers, and agents working in OUSD summer programs will have fingerprint clearance through the Dept. of Justice and FBI, and will also have TB clearance before they begin work on OUSD school sites.

Sincerely,

A handwritten signature in black ink, appearing to read "Dori Larea".

Dori Larea
CEO
Nexplore



About Nexplore

Nexplore is an onsite enrichment service provider which offers a wide range of STEAM & Fitness solutions.

Nexplore's mission is to foster the joy of learning by helping children find their passion and excel. Our programs are currently offered at hundreds of schools and education centers across the states.

Each of our programs can be applied as a weekly enrichment and/or as a special onsite field trip.

[Here](#) is an intro video to Nexplore programs.

Our Programs



Nexplore Makers Club is an engineering program designed to inspire kids to pursue future in science & technology. Students interact with fun Maker Kits that enhance mechanical, artistic, and engineering skills, while encouraging them to act as inventors in their own right. Participants design their own hydraulic claws, learn to harness energy to power race cars, and experiment with structural design. Plus, students can keep their inventions and proudly share their projects with family and friends. Nexplore Makers Club is fully aligned with Next Generation Science Standards, and reminds kids to always explore, experiment, and create!



Nexplore Robocoding: Coding without a computer? It's the best way to start! Nexplore RoboCoding gives students a hands-on introduction to the fundamentals of both coding and robotics, allowing them to build and execute programs in the real world! With award-winning Cubelets kits, students combine robotic cubes—each with their own unique function—to create machines that can light up, move, and interact with the world around them. Students gain an in-depth understanding of fundamental concepts like inputs, outputs, and processing, and discover how simple building-blocks can come together to perform more and more complex tasks. By working together to solve coding and building challenges, students also reinforce essential life skills like teamwork, communication, and problem-solving.

NEXPLORE

the joy of learning

NEXPLORE ScienceWiz

Nexplore offers three Science programs - Science Wiz, Nature Watch and Survival Science – which are built upon inquiry, experimentation and play!

Science Wiz: Each Course, students will dive deep into one of the following scientific concepts: electricity, inventions, sound, energy, physics, light, DNA, magnetism and more! Student will receive their very own Science Wiz™ kit to explore fundamental scientific ideas through hands-on play and activities and conduct experiments, many of which they will bring home to share with family and friends.

NEXPLORE Nature Watch

Nature Watch: makes environmental science come alive with exclusive activity kits! Each activity is centered around a hands-on project designed to engage, enlighten and enliven the learning process. To further promote discovery, most of the kits include a craft so each of the students can “make and take” their project home. Each course covers one of the following topics: Animals, Earth and Space, Plants, Earth Systems, Ecosystems, Weather and Climates. Nature Watch Activity Kits are fully aligned to NGSS, advance 21st century science education and are mapped for STEM extensions

NEXPLORE Survival Science



Survival Science: Emergencies can happen at any time! While the odds of being lost or stranded outdoors are low, knowing what to do in an emergency is important. As survivalists, students learn exactly what to do in an emergency through the team-based study of real-world survival skills.

From investigating the utility of tools to working through challenging situations, over this course, learners use ingenuity to gain crucial skills such as knot tying, water purification and compass navigation. Bringing STEM to the great outdoors, instructors love the hands-on, interactive and collaborative curriculum. With each thrilling activity, students gather their senses, put their new skills to the test and conquer every challenge Mother Nature throws their way!

NEXPLORE Blocksmith: 3d Coding And Design

Blocksmith - 3DCoding and Design: Enter Virtual Reality in Style!

Offering a unique opportunity to learn and explore, Discover Blocksmith: 3D Coding & Design comes with 12 one-hour lessons in programming and video game design. Using the Blocksmith Builder software either in the classroom or at home during distance learning, learners create 3D games and scenarios, bringing them to life through an extensive logic system. These creations can be played immediately, or uploaded to Virtual – and Augmented Reality viewing devices. With the Blocksmith Group license, instructors have full domain control to create a secure and distraction-free environment to trade and share experiences. A fun and exciting journey for students and educators alike, Blocksmith allows learning environments of all sizes to create, share and experience the wide world of video game design and virtual reality.

Discover Blocksmith teaches students many skills with real-world applications, including programming concepts (ie. logic, variables, spawners), user interface and user experience design concepts (UI and UX design), video game development, VR and AR applications, 3D modeling and more computer science topics

NEXPLORE

the joy of learning



CAD Camp: A Community Treehouse In The Making. Breathe life into creativity with the help of CAD (Computer-Aided Design), a cutting-edge software utilized in industries ranging from woodworking to aerospace engineering! Using the free-to-use software, SketchUp, CAD Camp enables instructors to easily setup and implement the day's activities with no previous experience required. Program leaders will love the detailed instructions, background info, prep tips, discussion questions, extensions and more, making this one of the most teachable programs ever! Each day, students work through step-by-step projects to gain new skills and attempt stimulating challenges.

These experiences culminate in the building of dream tree houses as learners work together to construct a tree house community! Computer-Aided Design Camp delivers the unforgettable experience of exploring the limitless potential of one of the most widely used engineering tools in the world!



Coding with Scratch: Demystifying Computer Programming

Explore the magic of computer programming with Scratch, a free-to-use software developed by MIT's best brains to encourage young learners to combine creativity with logic! With a cutting-edge application and a series of exciting projects, students uncover the sensational world of coding. Every day, participants expand their skills as they build their very own interactive storyboards and games with audio, video, animated characters and more.

Scratch Camp demystifies computer programming and gets students fired up about creating and coding – they love it!



Claymation: What do Wallace and Gromit, Rudolph the Red-Nosed Reindeer and James and the Giant Peach all have in common?

They're claymation characters who have captivated the world with the magical realities they bring to life! Tap into the incredible practice of stop-motion film production and learn the technique from the ground up. Claymation contains everything students need to create their own, individual movies, including top-quality clay, fun-to-use software, adorable cameras and amazing curriculum that turns anyone into a filmmaker.

Through cumulative daily projects, teamwork, technological literacy and a little bit of movie-making magic, you're sure to win awards at the film festival held the last day of class!



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Web Design: This course will teach students the basics of building a website from scratch. They'll learn the two main languages for the web, HTML and CSS, using the CodeCademy platform and then go on to create an informative "How-To" website all on their own. Along the way, the instructor will challenge students with side projects and offline tasks to help them master these concepts.



Virtual Reality: Students will develop games and experiences in virtual reality with CoSpaces, a software that runs on the browser, smartphone, and Google Cardboard.

For example, they'll be able to make a 3D personal museum with their family history, then strap on VR goggles to walk through the museum.

VR is an emerging technology that may become a household form of entertainment and information this decade.



Video Production: 1, 2, 3 Action!

Lights, camera, action! As the digital age continues to advance technology, making it more affordable and accessible to the public, it's never been easier to learn the art of filmmaking. Developed around tablets and free editing software to make filmmaking fun and approachable, Video Production empowers students with technical skills in video filming and editing while exploring the historical significance of film and the unique elements of storytelling.

From storyboarding and the rule of thirds to lighting and audio, each activity builds upon the previous day, culminating in a final film project that movie-makers proudly share at the festival held the last day of camp. Participants fuse art and technological literacy together as they bring STEM to the silver screen in this extraordinary introduction to filmmaking!



Nexplore Art is an interactive art program that explores fundamental art concepts such as color mixing, drawing, shading, texture and more. Throughout the course, students will make fun, creative and age-appropriate projects using different media such as acrylic paint, watercolor, charcoal and oil pastels.

Hands-on activities allow students to develop a joy in learning art, enhance their creativity and build upon their own strengths and interests.

In our **Art Around the World Course** students get to travel around the world exploring different countries and their cultures. They then make an artistic representation of something important from that culture, learning various art techniques along the way.

In our **Famous Artists Course** students get to learn about different artists, their styles, and techniques. They then construct an artistic representation that emulates one of the artists' famous pieces of.



In our **Art Rods** Program your students will learn the basics of 3D design, sculpting and modeling which will release their creativity, and let their imagination go in this fun and engaging art program. We use an inventive and fun material called Art Rods which is a brand-new modeling material, a foam rod with wire core which is perfect for prototyping inventions, creating art, teaching children alphabet letters, or assisting STEAM kids. It is fun, colorful, squishy, and an extreme

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creativity tool. Your students can make dozens of objects like Animals, Airplanes, Pencil holders, flowers and more. They will take home their creations to share with their family and friends.

NEXPLORE Games

Nexplore Games is an innovative program that uses an internationally acclaimed selection of strategy and mind games to enhance 21st century life skills and teach students how to think, rather than what to think. Nexplore Games is the bridge that connects the world of games to the real world. During the course, students reflect and learn meta-cognitive models, which are then applied to all walks of life and scholastic achievements. The Nexplore Game Method is simple, yet powerful:

Play – In the first stage, students learn a cutting-edge strategy game. Every class, a different game is introduced and explored.

Learn – In the second stage, students learn game strategies and underlying thinking concepts to improve their game skills and metacognition.

Apply – In the third stage, students are guided – make connections and applications to the real world

NEXPLORE Magic

Nexplore Magic: Welcome to the world of Magic where every child is a star! In this unique course, students build self-confidence, performance skills, and theatrical charm to wow their audience with tricks from their very own magic kits! New to the world of magic? This is the perfect place to start! This course offers an experienced instructor, a step-by-step guidebook, and access to tutorial videos so children can continue their practice at home. Plus, all our stars will have a chance to shine by performing their new skills for family and friends in an end-of-session magic show!

NEXPLORE Finance

Nexplore Finance: takes a hands-on and fun approach to understanding money in the real world. Interactive and age-appropriate coursework empowers PreK-8th grade students to take positive financial action in their lives, thus, improving emotional wellbeing and overall health. Lessons include games, projects and activities that explore aspects of financial psychology, budgeting, saving, investing, income, career business, credit, debt, loans, risk management and insurance. Nexplore uses the NFEC curriculum because it balances practical and personal finance applications with core educational standards. The lessons are engaging, making financial literacy enjoyable and applicable for students of all ages!

NEXPLORE Music

Nexplore Music: In our Music course, your students will combine the joy of making music with fun activities and games using these colorful tubes called Boomwackers®.

What is a boom whacker? Well, it's a stick which, when whacked, plays a musical note. It's as simple as that. Boom whackers enhances learning by integrating music and movement. Boomwhackers are lightweight, hollow, color-coded, plastic tubes, tuned to a musical pitch by their length and when you whack them, and they create a unique sound.

NEXPLORE

the joy of learning



Nexplore Capoeira is an Afro-Brazilian martial art that combines elements of combat, acrobatics, music, dance and rituals in a very elegant and dynamic way. During a Capoeira session, students will learn martial arts techniques, discover acrobatics, play musical instruments and explore cultures. Capoeira improves coordination, builds flexibility, enhances concentration, boosts self-confidence and promotes an active lifestyle. This unique technique and educational approach to fitness makes Capoeira a martial art like no other!



Zumba® Kids is a fun, high-energy fitness class packed with specially choreographed routines and games for children using the latest music and rhythms like hip-hop, reggaeton, cumbia and salsa. Zumba® Kids classes inspire kids to express themselves through movement and play while effectively improving overall health and well-being. Educators love Zumba Kids® because of the effects it has on children: increasing focus, building self-confidence, enhancing creativity and coordination, boosting metabolism and implementing teamwork skills. Each class is headed by a trained and licensed Zumba® Kids fitness instructor. Classes not only include music and dance, but arts, crafts and cultural education, as well. It is a fun way for kids to keep healthy and motivated!

For additional programs please [click here](#)

Cost of Service

Any of our programs can be offered in one of two ways:

- A. One-time special event (onsite field trip) for \$10-12/student
- B. Weekly enrichment for a flat fee of \$180/class or \$24/student/lesson

*An additional supply fee of \$25/student applies for these programs: Makers Club, Magic, Art and all Science programs.


PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020
Basic Directions
Additional directions and related documents are on the Contracts Website (intranet)
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

 Attachment
Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information

Contractor Name	Nexplore USA	Contractor's Contact	Dori Larea		
OUSD Vendor ID #	005069	Title	Chief Executive Officer		
Street Address	403 NE 2nd Ave	City, State	Hallandale Beach, FL	Zip Code	33009
Telephone	786-768-6111	Email (required)	dori@nexploreusa.org		
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	6/7/2021	Date Work Will End	7/9/2021	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

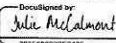

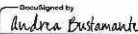
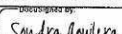
Requisition No.	Budget Number	Resource Name	Amount
21/22 Funds		ESSERS	\$ 15,600.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 15,600.00

OUSD Contract Originator Information

Name of OUSD Contact	Julie McCalmont	Email	julie.mccalmont@ousd.org
Site/Dept. Name	Community Schools and Student Services	Site #	922
		Phone	510-879-2709

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	510-879-2709	Fax	
	Site/Department (Name & #)	922/Community Schools and Student Services		Date Approved	5/4/2021		
	Signature			<input checked="" type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	Resource Manager	Type of Funds:	<input checked="" type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature			Date Approved	5/5/2021		
	Signature (if using multiple restricted resources)			Date Approved			
3.	Network Superintendent/Executive Director						
	Signature			Date Approved	5/5/2021		
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ 92,600						
	<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	5/7/2021		
5.	Superintendent, Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			