

Board Office Use: Legislative File Info.	
File ID Number	15-0813
Introduction Date	5-27-15
Enactment Number	15-0728
Enactment Date	5/27/15



Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date 5/27/15

(To be completed by Procurement)

Subject Memorandum of Agreement - Avid4 Adventure - (contractor) - Summer Learning Program - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and Avid4 Adventure, Boulder, CO, to be primarily provided via the Community Schools and Student Services Department for the period of June 15, 2015 through July 31, 2015.

Background
A one paragraph explanation of why the consultant's services are needed.
OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners and other community organizations to provide enhanced and increased summer services at schools across the District. Avid4 Adventure will utilize space at Montclair to run an outdoor education summer program for K-7th graders.

Discussion
One paragraph summary of the scope of work.
Approval by the Board of Education of a Memorandum of Agreement between the District and Avid4 Adventure, Boulder, CO, and the Memorandum of Agreement for the Specific School Sites, Montclair and Joaquin Miller Elementary Schools, for the latter to provide its Avid4 Adventure Summer Day Camp, as described in the Scope of Work, incorporated herein by reference as though fully set forth, via the Community Schools and Student Services Department, for the period of June 12, 2015 through August 14, 2015, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District and Avid4 Adventure. Contractual services to be provided by the Community Schools and Student Services Department for the period of June 15, 2015 through July 31, 2015.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

Attachments Memorandum of Agreement
Certificate of Insurance
Statement of Qualifications

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Avid 4 Adventure
[CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. Program Sites

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

1. Montclair Elementary
2. Joaquin Miller Elementary
3. _____
4. _____
5. _____

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program will be providing OUSD.
Please be specific by answering all of the following questions

1. A brief description of the type of services your program generally provides.

Outdoor Adventure Summer programming, with focus
on Leave-No-Trace, Risk management, Healthy Lifestyles, &
Leadership.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

Avid4 Adventure has over 10 years experience providing ACA accredited programs to kids. All staff are 21+ trained outdoor professionals, possessing Wilderness First Aid & CPR certification in addition to experience & training relevant to the program.

3. Please check **all** of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: Raise student's awareness of varied

learning styles and communication dynamics.

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination

against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.

3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.
- D. **Insurance**—Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.

OR

1. **Waiver**—CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. You may contact the Risk Management Officer at 510.879.1612. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- E. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.
- F. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such

information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. Contractor (Individual):

- Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following:
 - Fingerprinting—Attach documentation
 - Criminal Background Check—Attach documentation
 - Tuberculosis Clearance—Documentation from health care provider showing negative TB status within the last four years.

Contractor (Agency):

- Or, attach a letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all employees have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Contractor:

- Insurance—see Section III(D) for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.

C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.

1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, California Standards Test (CST) scores and site-based assessments. Students identified may be protected by the use of ID numbers.
2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is through these dates 6/12/15 -- 8/14/15.

VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Hold Harmless/Indemnity

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By:  Dated:  (MM/DD/YYYY)

Sponsoring Department or Site Principal

By: _____ Dated: _____ (MM/DD/YYYY)

(Print Name)

(CONTRACTOR)

Approved as to form and procedure

By: J. Minor Dated: 4/23/15 (MM/DD/YYYY)

Jacqueline Minor, General Counsel
Oakland Unified School District

Curtis Smith 4/24/15

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

* Dev Dillan 4/30/15
Devin Dillan, Chief Academic Officer

James Harris
James Harris
President, Board of Education

Antwan Wilson
Antwan Wilson
Secretary, Board of Education

File ID Number: 15-0813
Introduction Date: 5/27/15
Enactment Number: 15-0728
Enactment Date: 5/27/15
By: [Signature]

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND SPECIFIC SCHOOL SITE**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between

Montclair Elementary (SCHOOL) and
Avid 4 Adventure [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to the SCHOOL, the students, or the parents; and
BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program to SCHOOL.

II. Contractor's Services

Directions: Please check **all** of the expectations or goals below that are in agreement with your program's services. This list is similar to the one you filled out on page 2 of the MOU with OUSD; however, this one is for the school site's information. **You must fill out both.**

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: Raise student's awareness of varied learning styles and communication dynamics

III. Time Commitment/Schedule

Directions: Please attach a schedule that details the amount of time you will be at the school site and when. The schedule should detail the number of hours per day, number of days per week, number of weeks per month and so on, that you will be providing your services at the school. Both parties must agree to this schedule.

IV. Space

Check off **all** of the rooms or space at school that CONTRACTOR's will use to provide services at this school:

- Kitchen
- Cafeteria (without access to Kitchen equipment and facilities)
- Gym
- Classroom(s): (please list how many and which ones) TBD - Just 1
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area
- Other: Bathrooms & Parking Lot

V. Communication

Please identify a contact person for CONTRACTOR:

Name	Rohan Shahini
Address	Po Box 287, Boulder, CO, 80300
Phone Number	310 467 2171
E-mail	Rohan@and4.com

Please identify a contact person for the School site:

Name	Nancy Bloom
Address	212 La Salle Ave Piedmont Ca
Phone Number	510 351 8035
E-mail	Nancy.Bloom@EUSD.K12.CA.US

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: [Signature] Dated: 04/01/2015 (MM/DD/YYYY)
Site Principal or Contact Person

By: [Signature] Dated: 04/01/2015 (MM/DD/YYYY)
CONTRACTOR

James Harris
President, Board of Education 8

Antwan Wilson
Secretary, Board of Education

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND SPECIFIC SCHOOL SITE**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between

Joaquin Miller Elementary (SCHOOL) and
Avid 4 Adventure [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to the SCHOOL, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program to SCHOOL.

II. Contractor's Services

Directions: Please check all of the expectations or goals below that are in agreement with your program's services. This list is similar to the one you filled out on page 2 of the MOU with OUSD; however, this one is for the school site's information. **You must fill out both.**

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: Raise student's awareness of varied learning
styles and communication dynamics

III. Time Commitment/Schedule

Directions: Please attach a schedule that details the amount of time you will be at the school site and when. The schedule should detail the number of hours per day, number of days per week, number of weeks per month and so on, that you will be providing your services at the school. Both parties must agree to this schedule.



PO Box 287 Boulder, CO. 80306
800.977.9873 | F. 730.398.6204
info@avid4.com

Avid4 Adventure: Scope of Work

- Avid4 Adventure will offer 2nd – 7th grade campers different outdoor pursuits each day including but not limited to: rock climbing, mountain biking, hiking, stand-up paddle boarding, kayaking, in addition to outdoor education programming to complete their week-long adventure experience.
- Avid4 Adventure will offer K – 1st grade campers a half-day of the various outdoor adventure activities and a half-day of story-time yoga, art or music classes to create an age-appropriate curriculum.
- Avid4 Adventure's core curriculum consists of risk assessment and leave-no-trace principles. All lessons will incorporate elements of both.

Each Camp day will consist of one of the following Avid4 Adventure 'core sports'

- Hiking
- Mountain Biking
- Climbing
- Kayaking
- Stand-Up Paddle boarding
- Outdoor IQ

Expected Outcomes:

- Development of social intelligence and social awareness.
- Inspire a commitment to physical activity and healthy lifestyles
- Drive critical thinking skills through project based experiential activities
- Raise awareness of varied learning styles and communication dynamics





PO Box 287 Boulder, CO. 80306
800.977.9873 | F. 730.398.6204
info@avid4.com

Avid4 Adventure: Statement of Qualifications

Avid4 Adventure was born out of a desire to give kids a love of outdoor activity and to ensure the future caretaking of our planet. With declining youth participation in sports, decreasing physical education budgets in schools and increasing screen time, there exists a need to get kids outside and set them on a trajectory of lifelong outdoor adventure and stewardship.

Over the last twelve years, Avid4 Adventure has served over 100,000 participants, teaching kids to ask the right questions as they explore the world around them. Avid4's staff is professional outdoor educators, trained experts in our core curriculum: Mountain Biking, Climbing, Hiking, Paddling, and Outdoor Education. A few key qualifications:

- All Avid4 Adventure Summer Day camp staff are 21+ and trained in risk management and defensive driving
- All Avid4 Adventure field staff possess Wilderness First Aid certification or higher
- Field programs maintain a staff to camper ratio of 1:6.5 at minimum.
- All injuries or incidents, no matter how minor are documented and reviewed annually by our Risk Management committee.

Avid4 Adventure's leadership team members come from all walks of life, and share a love of the outdoors as well as years of experience and training. All Directors and Organizational staff are Wilderness First Responders at minimum, and have received training and development in child management and incident response.





PO Box 287 Boulder, CO. 80306
800.977.9873 | F. 730.398.6204
info@avid4.com

Oakland Unified School District
Attn: Ryana Barbosa
746 Grand Ave
Oakland, CA 94610

All Avid4 Adventure Summer Camp staff are fingerprinted, background checked, and tested for tuberculosis.

Rohan Shahani

Regional Manager, CA Camps



SAM Search Results
List of records matching your search for :

Search Term : Avid4* Adventure*
Record Status: Active

No Search Results