

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-1189
Introduction Date	6/13/2018
Enactment Number	18-0985
Enactment Date	6/13/18 lf



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

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 6/13/18  
*(To be completed by Procurement)*

**Subject** Professional Services Contract - Nexplore USA  
- 922/Community Schools and Student Services Department (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Nexplore USA. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of June 1, 2018 through August 10, 2018.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

OUSD's 21st Century Community Learning Center (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, OUSD is contracting with community partners to provide six hours daily of summer academic, enrichment, and physical activity services to OUSD students for 2 – 6 weeks over the summer. Summer services will be delivered at OUSD school sites. Summer providers will work in partnership with OUSD'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 Elementary School.

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of a Professional Services Contract between the District and Nexplore USA, Aventura, FL, for the latter to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full six hour, daily summer learning program, at Rise Elementary School for the period of June 1, 2018 through August 10, 2018, in an amount not to exceed \$19,760.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Nexplore USA. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of June 1, 2018 through August 10, 2018.

**Fiscal Impact** Funding resource name (please spell out) 4124/21st Century Community Learning Centers (21st CCLC) Grant not to exceed \$ 19,760.00

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



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

**Legislative File ID No.** 18-1189

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Nexplore USA

**Contract Term:** Start Date: June 1, 2018 End Date: August 10, 2018

**Annual Cost:** \$ 19,760.00

**Approved by:** Julie McCalmont

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Vendor is a current sub-contractor with one of our after school lead agencies (BACR) and went through an internal vetting process when they applied with After School Program Office (ASPO) funding for summer. Vendor has a national model with a proven record of succes and their program STEM design aligns with ASPO and district priorities.

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

To work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full six hour, daily summer learning program, at Rise Elementary School.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

2) Please check the competitive bid exception relied upon:

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

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

## PROFESSIONAL SERVICES CONTRACT 2017-2018

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

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be June 1, 2018 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 86,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 86,300.00, whichever is later) to August 10, 2018. The work shall be completed no later than August 10, 2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nineteen Thousand, Seven Hundred Sixty Dollars (\$ 19,760.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.  
  
If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.  
  
OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A  
  
Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.  
  
The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except* N/A which shall not exceed a total cost of \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**Professional Services Contract**

**OUSD Representative:**

Name: Julie McCalmont

Site /Dept.: 822/Community Schools and Student Services Department

Address: 1000 Broadway, Suite 150  
Oakland CA 94607

Phone: 510-879-2709

Email: Julie.mccalmont@ousd.org

**CONTRACTOR:**

Name: Dori Larea

Title: CEO

Address: 20533 Biscayne Blvd, #276  
Aventura FL 33180

Phone: 786-768-8111

Email: dori@nexploreusa.com

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

8. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **License and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
  15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
  16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
  17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
  18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
    1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
    2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights In Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
  20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include,
    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
  21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
  22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to





**EXHIBIT "A" SCOPE OF WORK**

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See attached scope of work



**Professional Services Contract**

**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). **NOT THE GOALS OF THE SITE OR DEPARTMENT.**

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:  
(Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input type="checkbox"/> Full service community district                     |

**4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_

**Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP 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.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

**OUSD Summer 2018 Lead Agency Summer Program Plan**

**Summer Hub: Nexplore RISE**

**(Submit to OUSD Expanded Learning Office by March 23rd)**

**SECTION 1: Summer Program Snapshot**

Lead Agency Name:	Summer Hub Site:	Target Summer Average Daily Attendance (ADA) Number:	Grades Served:	Program Dates: (note any program closure dates during this period)
Nexplore USA	New Highland/RISE	80	K-4	June 19-July 14 (closed 4 <sup>th</sup> July)

**SECTION 2: Lead Agency Assurances**

**Please review and initial each item and sign below.**

TA I understand that my program's goal is to achieve at least 85% of the above attendance target this summer. I understand that if my summer site falls below 85% of this attendance target by the end of the 1<sup>st</sup> week of the summer program, I will be required to submit an aggressive student recruitment and retention plan to the OUSD Expanded Learning Office, detailing my program's efforts to raise attendance numbers for the remainder of the summer.

TA I understand that my agency's contracted summer funds are based on the above average daily attendance target number. My program will over-enroll appropriately to ensure that we reach this attendance target. I understand that if my program falls short of 85% of this attendance target by the end of the first week of 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.

TA 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.

TA 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 30<sup>th</sup> 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.

TA I understand that OUSD's 21<sup>st</sup> 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.

TA I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 – 12:15 daily. My afternoon summer program will operate from approximately 12:15 – 3:15 daily. All students must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.

TA If I am a stand-alone 6 hour 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.

TA 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: 

**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 snack (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 5: 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 program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is: TBD

**SECTION 6: Summer Line Staff Information (if 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 1:20 adult to student ratio.

Summer staff must meet the minimum staff qualifications according to the 21<sup>st</sup> 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 trainings. The Summer Site Coordinator and summer program staff should be hired **no later than May 4th**.

Site Coordinator Name	Email	Current After School Site where he/she works	Summer teaching assignment(s) (grade & subject, if known)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in
Dr. Carol Lee Tolbert	Civicpride@sbcglobal.net	N/A	N/A	5	5	N/A

Signature of Summer Lead Agency Director: 

Signature of Hub Site Principal: 

## Summer Supplemental Budget

<b>21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET</b> <small>ELEMENTARY &amp; MIDDLE SCHOOLS</small>			
Site Name:	Nexplore RISE		
Site #:			
Lead Agency:	Nexplore USA		
# of summer students (ADA)	80		
# of summer program days	19		
Total 21st CCLC Grant Funds	\$19,760	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
<b>TOTAL CONTRACTED FUNDS</b>		19,760	
<b>BOOKS AND SUPPLIES</b>			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$6,500	\$0
4310	Curriculum	\$0	\$0
5829	Field Trips (fees, supplies)	\$0	
	Bus tickets for students	\$0	
	Rental bus for field trips	\$0	
	Snacks	\$1000	
	Incentives	\$500	
	Family Night supplies	\$250	
	<b>Total books and supplies</b>	8,250	\$0
<b>CONTRACTED SERVICES</b>			
5825	Site Coordinator (list here if CBO staff)	\$2,090 (\$30hr x 19days)	\$0
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)		\$0
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)	\$7,980 (4 at \$30hr)	\$0
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		\$0
5825	Employee benefits		
5825			
5825			
5825			
	<b>Total services</b>	10,070	\$0
<b>IN-KIND DIRECT SERVICES</b>			
	<b>Total value of in-kind direct services</b>		
<b>SUBTOTALS:</b>			
	Subtotals DIRECT SERVICE		
	Allowable lead agency admin (at 4% of contracted funds or less)	\$988	
<b>TOTALS</b>			
	Total budgeted per column	\$19,308	
	<b>BALANCE remaining to allocate</b>	\$452	

**Required Signatures for Budget Approval:**

Lead Agency:	Nexplore USA	Date:	5/18/2018	<i>Dori Larsa</i>
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**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.

## I. Scope of Work

Nexplore USA is committed to fostering the Joy of Learning through enrichment opportunities that inspire each child to explore the world around them. By finding a passion that fuels success, we believe a life of the mind is the key to excellence. Our team is comprised of educators, artists, and community leaders passionate about enriching the lives of children. We believe in exploring and learning with a joy that will shine several lifetimes by exercising best practices in diverse, young peer groups.

Nexplore currently offers 6 unique programs that can be implemented in Oakland USD:

- 1.) **Nexplore Games**
- 2.) **Zumba® Kids**
- 3.) **Nexplore Science**
- 4.) **Capoeira**
- 5.) **Nexplore Art**
- 6.) **Nexplore Finance**



**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** – First, students learn a cutting-edge strategy game. Every class, a different game is introduced and explored.
- **Learn** – Second, students learn game strategies and underlying thinking concepts to improve their game skills and metacognition.
- **Apply** – Finally, students are guided to make connections and applications to the real world.

The Nexplore Games curriculum is broken down into ten courses designed to develop a different domain of learning including Math, Reading & Language Arts, Logic & Reasoning, Emotional Skills, Science & Environment, etc. Each course can be taught over 10-12 sessions. Each course is designed to develop a different domain of learning. All courses are inter-disciplinary with elements that cross over between domains and apply to real life. The curriculum is connected to Common Core and STEM standards.

We incorporate specially developed, multi-cultural board games and curricula to develop skills that enhance academic performance & social-emotional growth. Courses can be customized to meet school schedules and learning needs. The Nexplore Games Method of



“play-learn-apply” is a system for the development of thinking abilities and life skills through strategic game play. At the heart of the method is the notion that the most effective way to learn is through an engaging and genuine experience that leaves one wanting more. As the philosopher Plato once said, “Not by force shall the youth learn, but through play.”



**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 proven effects it has on children: increasing focus, building self-confidence, enhancing creativity & coordination, boosting metabolism & teamwork skills. Each class is led by a trained and licensed Zumba® Kids fitness instructor. Classes not only include music and dance, but arts, crafts, and cultural education. It's a dynamic way for kids to keep healthy and inspired.

Zumba®, Zumba Fitness®, Zumba Kids® logos are trademarks of Zumba Fitness, LLC.



**Nexplore Science** is a program built upon inquiry, experimentation, and play! Students will dive deep into various scientific concepts such as electricity, inventions, sound, energy, physics, light, nature, earth sciences, and more! Each class teaches fundamental scientific ideas to children through hands-on play and activities.

- **After School:** Each student will receive their very own ScienceWiz™ kit to explore throughout the course. Students will experiment, investigate, and build understanding from dynamic weekly activities.
- **In-house Field Trips:** Nexplore makes science come alive with Nature Watch's 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. Nature Watch Activity Kits are fully aligned to NCSS, STEM, and other 21<sup>st</sup> century science education extensions.

ScienceWiz™ is a trademark of Norman & Globus, Inc., which does not sponsor, authorize or endorse these programs. Nature Watch™ does not sponsor, authorize or endorse these programs. Nexplore, LLC is not affiliated with Norman & Globus, Inc. or Nature Watch™.

**NEXPLORE**  
Capoeira

Capoeira is an Afro-Brazilian martial art that combines elements of combat, acrobatics, music, dance, and teamwork in a very elegant and dynamic way. During a Capoeira session, students will learn martial arts techniques, discover acrobatics, play

musical instruments, and explore the cultural heritage of an artform spanning multiple continents. Capoeira improves physical coordination & flexibility, enhances mental concentration & endurance, and boosts self-confidence and peer empathy. Capoeira is a survival system that offers unique conversations about the disadvantaged and our historical responsibilities to the past. There are daily character-building opportunities in this class. Capoeira a martial art like no other!

**NEXPLORE**  
Art

**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, water color, 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.

**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 different 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 programming is available for:

- In-house field trips
- Afterschool or in-school sessions
- Summer Camps

- Professional development forums for educators & parents. As the famous author, George Bernard Shaw used to say, “We don’t stop playing because we grow old; we grow old because we stop playing.” Our hands-on, adult development workshops are full of play as we teach you how to better play with children in ways that enhance thinking skills for a lifetime. These engaging professional development workshops allow us to partner with communities across the nation to help develop productive facilitated play models for kids & adults that lead to healthy school cultures.

Each program can be offered in the format(s) that best fit OUSD’s needs.

## II. Statement of Qualifications

The main goal of our programs is transference. Nexplere expects that at least 80% of regularly participating students attending our programs will increase their knowledge base and show enhanced academic, social-emotional and/or physical performance, relative to the program.

**Nexplere** students will be able to demonstrate:

- Enhanced cognitive ability to solve problems, make decisions and reason logically
- Increased social and emotional skills such as sportsmanship, teamwork, empathy, respect, etc.
- Metacognition and awareness of thought-processes
- Transferences – ability to apply game strategies and concepts into their own lives
- Real life applications of various metacognitive strategies, such as the Stop & Think Method, Question Method and Step Method

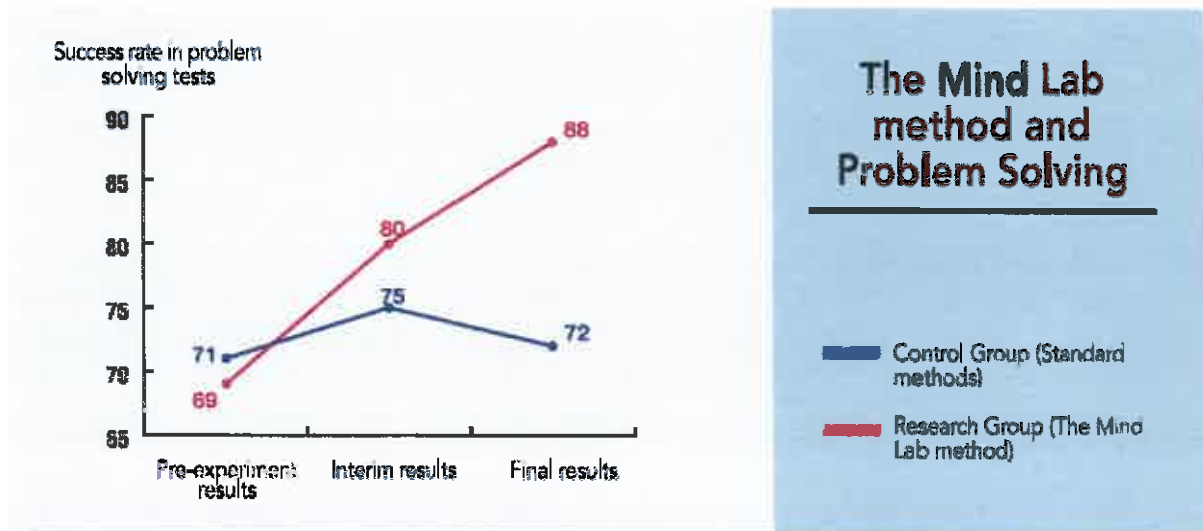
Throughout each program, students should become more self-aware, comfortable with peers, and confident individually and collectively. Thus, Nexplere programs are powerful tools for intervention & support of every school’s positive behavior systems (PBS).

Nexplere employs various measures including pre- and post-tests, observations and surveys. For Nexplere Games, pre-tests will be administered at the beginning of the course and post-tests at the end to measure student growth. In the case of the Zumba and Capoeira courses, short anonymous surveys of student self-esteem and school connectedness will apply. Outcome information (testing results) will be submitted after the culmination of the course.

The Nexplere curriculum and methodology are inspired by the Mind Lab Method. The Mind Lab Method is well-documented in a series of research projects conducted with various senior researchers, most notably Dr. Donald Green of Yale University in 2003. The following hypothesis was tested: *Can abstract thinking models taught to kids through facilitated gameplay enhance mental & academic performance?* Facilitated gameplay means the instructor periodically paused all games and compared various strategies at use in the

classroom. The teacher or parent then made larger parallels to thought processes in real life situations. A 2003 field study of kids ages 8-12 found significant differences in game performance between the students with the facilitated gameplay regardless of socio-economic backgrounds.

- In the first stage, all children were presented with a computerized version of the game "Rush Hour." Individual performance & progress was collated & recorded in a database.
- In the second stage, a small research group of children was selected randomly and placed in a facilitated gameplay model. Individual performance & progress in the game was tracked again. Results were collated & recorded in a database. Children in the control group simply continued to play. The control group kids logged more gameplay time because they were free of facilitator analysis.
- In the third stage all the children were taught a new game, "Lunar Lockout" and received identical instruction.

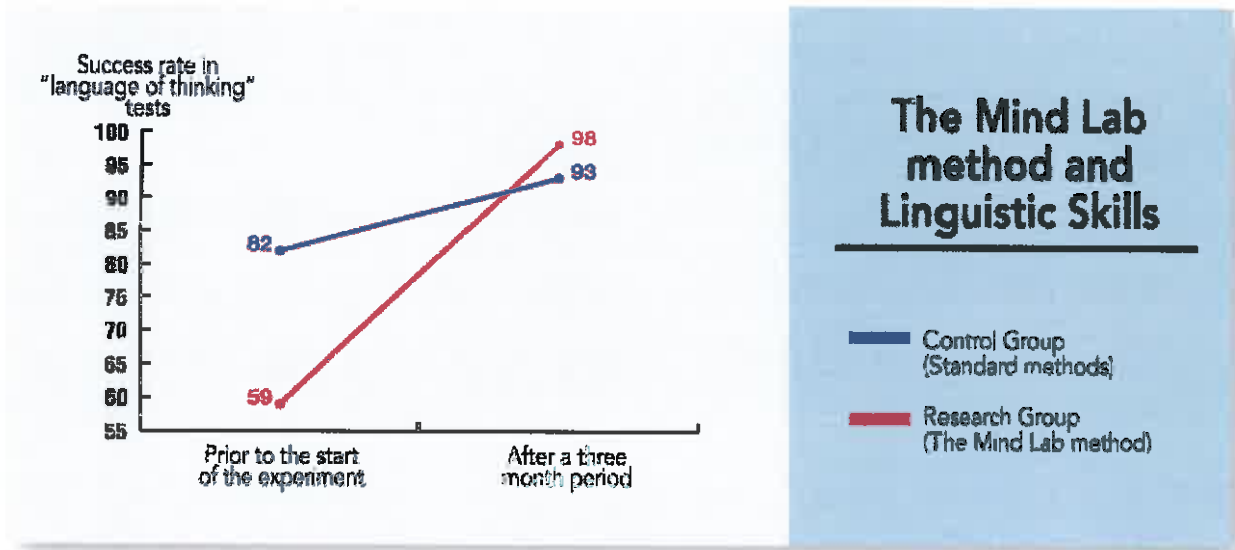


The conclusions drawn from these results are:

- 1.) The learning of Mind Lab problem-solving models significantly improves children's thinking skills.
- 2.) The children who learned Mind Lab models succeeded in transferring the acquired knowledge to new fields and the improvement was factors larger than the rate of improvement in the first game.

As part of a joint research project launched in 2004 by the Yale University Mind Lab Group, the following hypothesis was tested: *Can the studying of Mind Lab strategies improve children's language skills?* Again, after a three-

month study the findings were striking. The research group was deliberately composed of children with learning abilities described as "low."



The three main conclusions of this research project were:

- 1.) The learning of Mind Lab concepts enriched children's language skills.
- 2.) The control group children, whose participation was limited to playing thinking games without facilitation, tended to improve their language skills at a slower rate than the kids who participated in post-game reflective discussion.
- 3.) The Mind Lab method was especially effective among kids whose learning abilities were described as "weak." Professor Green metaphorically referred to the Mind Lab Method as one that uncovers "diamonds in the rough" and polishes them off.

Nexplore is an educational enrichment provider that serves public, private and charter schools and education centers across the nation. We partner with hundreds of sites to foster the Joy of Learning. Nexplore is an approved vendor of the National Afterschool Association. References available upon request.

**Dori Larea**  
Chief Executive Officer  
Nexplore USA  
[dori@nexploreusa.com](mailto:dori@nexploreusa.com)  
786.768.6111

**Buu Aaron**  
Program Manager- California  
[buu@nexploreusa.com](mailto:buu@nexploreusa.com)  
949.374.2756



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 6/21/2018

**EXPIRATION DATE:** 6/20/2020

**PERSON:** IZIDOR LAREA

**EMAIL:** DORI@NEXPLOREUSA.COM

**FEIN:** 475062268

**BUSINESS NAME AND ADDRESS:**

NEXPLORE LLC

20533 BISCAYNE BLVD. SUITE 276

MIAMI, FL 33180

**SCOPE OF BUSINESS OR TRADE:**

College: Professional  
Employees & Clerical

College: All Other  
Employees

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**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2018

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Riemer Insurance Group Hallandale Branch PO Box 250 Hallandale, FL 33008-0250 Moshe Marvin	<b>CONTACT NAME:</b> Moshe Marvin <b>PHONE (A/C, No, Ext):</b> 800-742-1691 <b>FAX (A/C, No):</b> 954-454-9552 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td><b>INSURER B:</b> Markel Insurance</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Philadelphia Indemnity Ins Co	18058	<b>INSURER B:</b> Markel Insurance		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Mind Lab South Florida, LLC DBA MIND LAB Nexlore LLC DBA Nexlore 403 NE 2nd Ave Hallandale, FL 33009															

**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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	Y		PHPK1732286	11/26/2017	12/26/2018	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						AMED EXP (Any one person)	\$ 0
	<input checked="" type="checkbox"/> Blanket AI						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> PNC						GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1732286	11/26/2017	12/26/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DED						RETENTION \$	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
A	<b>Sexual/Abuse</b>			PHPK1732286	11/26/2017	12/26/2018	Aggregate	1,000,000
							Each liml	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Summer School Program from June 18th, 2018 to July 13, 2018.  
 Sexual/Physical Abuse or Molesatation-Occurrence Limit \$500,000 Aggregate Limit \$1,000,000.\* Certificate Holder is listed as Additional Insured as per written contract 30 Day Written Notice of Cancellation will be sent to the Certificate Holder

**CERTIFICATE HOLDER****CANCELLATION**

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

OAKLUN1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**NOTEPAD**

INSURED'S NAME **Mind Lab South Florida, LLC**

**MINDLA1  
OP ID: MS2**

PAGE 2  
Date **04/11/2018**

**A- Student Accident: effective 12/07/17-12/07/2018**

Aggregate Limit of Indemnity:	\$250,000	A
Accidental Death & Dismemberment:	\$5,000	A
Accidental Medical Expense:	\$25,000	A
Accidental Accident Expense:	included in AME Benefit	D
Sickness Medical Expense:	NIL	S
Catastrophic Cash Benefit:	NIL	C
Benefit Period:	52 weeks	B
Accidental medical, Dental accident and sickness medical coverages are		A
subject per claim deductible of \$0.00		s
*30 Day Written Notice of Cancellation will be sent to the Certificate Holder		

POLICY NUMBER: PHPK1732286

IL 12 07 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## FLORIDA POLICY CHANGES

Effective Date of Change: 11/26/2017

Change Endorsement No.: 1 Revision No.: 1

Named Insured: Mind Lab South Florida, LLC  
DBA Mind Lab

The following item(s):

<input type="checkbox"/>	Insured's Name	<input type="checkbox"/>	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	<input type="checkbox"/>	Company
<input type="checkbox"/>	Effective/Expiration Date	<input type="checkbox"/>	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	<input type="checkbox"/>	Premium Determination
<input checked="" type="checkbox"/>	Additional Interested Parties	<input type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Covered Property/Location Description	<input type="checkbox"/>	Classification/Class Codes
<input type="checkbox"/>	Rates	<input type="checkbox"/>	Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

Path ID 11191511

The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
				\$	\$
Countersigned By:					
Issue Date: 11/02/2017					

(Authorized Agent)

**POLICY CHANGES ENDORSEMENT DESCRIPTION**

In consideration of the premium reflected, the policy is amended as indicated below:

Added:

Additional Insured

Oakland Unified School District

Attn: Risk Management

1000 Broadway Ste 440

Oakland, CA 94607-4033

Per attached

**REMOVAL PERMIT**

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

# Philadelphia Indemnity Insurance Company

## Additional Insured Schedule

**Policy Number:** PHPK1732286

### 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City Of Miramar, 2300 Civic Center Pl, Miramar, FL 33025
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.







**TB/Fingerprint Certification letter**

Name of Organization	Nexplora USA	EIN	47-5062268
Address	20533 Biscayne Blvd, Suite 276		
City, State ZIP	Aventura, Florida 33180		

All personnel, paid or volunteer working in OUSD Summer Programs must be properly fingerprinted and TB screened before instruction begins on June 19<sup>th</sup>. Results must be received by either OUSD or Nexplora whether services provided for are fee-based or in-kind.

The organization listed above is registered with the California Department of Justice to receive LiveScan results:

Yes, with the following ORI Number: A0448  
Mail Code: 03502

No

If No, then the subcontractor will request LiveScan results using the OUSD ORI number and mail code for all personnel of the subcontracting agency, paid and volunteer who are working in OUSD programs. Also, if No, it is highly recommended that the organization apply for an ORI number by contacting the DOJ Applicant Processing Program at (916) 227-3823

If the organization has an ORI Number, are FBI background checks in addition to California DOJ background checks routinely requested for employees and volunteers of the organization on *Request for LiveScan Service* forms?

Yes  
 No

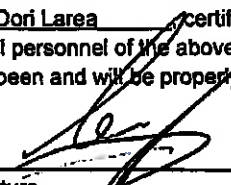
If the organization has an ORI Number, the organization is also registered with the DOJ to receive subsequent arrest data.

Yes  
 No

Please note that OUSD requires subcontractors to 1) check both DOJ and FBI background checks on *Request for LiveScan Service* forms for all employees and volunteers who are providing services at OUSD programs, and 2) register with the DOJ to receive subsequent arrest data.

LiveScan results will be sent only to the requesting organization and not to OUSD when using your organization's ORI number and mail code. For any questions please contact Dori Larea at (786) 768-6111.

I, Dori Larea certify and attest that the foregoing is true and accurate to the best of my knowledge and that all personnel of the above named subcontracting organization, paid and volunteer, working in OUSD Summer Programs have been and will be properly screened using LiveScan prior to beginning work at the site.

  
\_\_\_\_\_  
Signature

CEO                      4/11/2018  
\_\_\_\_\_  
Title                      Date

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification )
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits **complete** contract packet for approval to Procurement.

### 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).

OUSD Staff Contact *Emails about this contract should be sent to:* required: [julie.mccalmont@ousd.org](mailto:julie.mccalmont@ousd.org)

## Contractor Information

Contractor Name	Nexpire USA	Agency's Contact	Dori Larea				
OUSD Vendor ID #	I007635	Title	CEO				
Street Address	20533 Biscayne Blvd, #276	City	Aventura	State	FL	Zip	33180
Telephone	786-768-6111	Email (required)	dori@nexploreusa.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No		Worked as an OUSD employee? <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No				

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	June 1, 2018	Date work will end	August 10, 2018	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition

Resource #	Resource Name	Org Key	Object Code	Amount
4124	21st CCLC		5825	\$ 19,760.00
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)			Total Contract Amount	\$ 19,760.00

## 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.

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

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	510-879-2709
	Site/Department (Name & #)	922/Community Schools and Student Services Department		Fax	510-879-4605
	Signature			Date Approved	5/22/18
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	5-22-18
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	5-21-18
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____				
	<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.	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	

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : nexlore\* usa\***  
**Record Status: Active**

**No Search Results**