Board Office Use: Le	gislative File Info.
File ID Number	15-0813
Introduction Date	5-27-15
Enactment Number	15-0128
Enactment Date	5/21/15 0



### Memo

To

Board of Education

From

Antwan Wilson, Superintendent

**Board Meeting** 

(To be completed by *Procurement)* 

Subject

5/21/9

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.	Partie	S
Oakla	nd Unific	of this Memorandum of Understanding ("MOU") is to establish a relationship between ed School District ("OUSD") and Avid 4 Adventure  TOR—name of your organization].
		he CONTRACTOR's services or program described in this MOU will be provided at no , the students, or the parents; and
		IES HEREBY enter into this MOU to enable CONTRACTOR to provide said am on school(s), site(s) ("Schools") selected in Section II of the MOU.
11.	Progr	am Sites
Unless		ise agreed to in writing by the parties, the School(s) governed by this agreement are the
1.		Iontclair Elementary
2.	J	oaquin Miller Elementary
3.		
4.		
5.		
ш.	CON	TRACTOR 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 Legue -No-Trace, Risk management, Healthy Lifestyles, & Leadership.

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

Avid 4 Adventure has over 10 years experience providing

ACA accredited programs to kids. All staff are 21th trained

outdoor professionals, possessing Wilderness First Aid & CPR certification
in addition to experience & training relevant to the program.

- 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
- of Develop student's emotional health
- Develop student's physical health
- g 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
- g 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:
  - 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).
  - 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

- 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
  - o 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.
  - 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.
  - 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.	Dura	tion
Y 5.	иша	uvu

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.

Sponsoring Department or Site Principal

Ву:	14-, 4-1-	Dated:	1	_(MM/DD/YYYY)
	German et an our		(Print Name)	
	h ) = /1 = /1 +		(CONTRACTOR)	
Appro	ved as to form and procedure			
By:	Jacqueline Minor, General Counsel Oakland Unified School District	Dated:	4/23/15	_(MM/DD/YYYY)
	Cutier Sunt 4/	14/15	the Contracto	District verifies that or does not appear on I Parties List at s.sam.gov/
_	James Harris President, Board of Education		File ID Numb Introduction	lumber: 15-0728
	Intwan Wilson Secretary, Board of Educ <b>ation</b>			

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

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between  Mount clair 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 constitue and academic skills © Develop student's emotional 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 Council State of the state of the schools of the school	I.	Parties
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a Other: Raise student's awaratess of varied learning		Increase, raise graduation rates
		a Other: Raise student's awareness of varied learning

### III. Time Commitment/Schedule

<u>Directions</u>: 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.

V. Space Check off <u>all</u> of his school:	the rooms or space at school that CONTRACTOR's will use to provide services at
□ Ca □ Gy □ Ch □ Of □ Ya	tichen dieteria (without access to Kitchen equipment and facilities)  m assroom(s): (please list how many and which ones) TRD = Just 1  ffice(s)/Conference Room: (please list how many and which ones)  ard/Outdoor Play area ther: Rathrooms & Parking Lot
	contact person for CONTRACTOR:
Name	Rohan Shahari
Address	Po Sox 287, Balder Co. 80300
Phone Number	er 310 467 2171
E-mail	Roban à and 4. Lom
lease identify a	contact person for the School site:
Name	Nancy Bloom
Address	212 16 Salle Are Predment Ca
Phone Numb	
E-mail	Name Bliring EUSD KIZ CALS
ear set forth be	THEREOF, the parties to this agreement have duly executed it on the day, month and low.
By: Site Principal or	Contact Person  Dated: (14/11/21/5 (MM/DD/YYYY)
y: CONTRACTO	R Dated: (MM/DD/YYYY)
James : President	Harris t, Board of Education 8
Antwan	Wilson , Deard of Education

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

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76	aguin Miller Elementary (SCHOOL) and
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### III. Time Commitment/Schedule

Parties

<u>Directions</u>: 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.

		ce If of the rooms or space at school that CONTRACTOR's will use to provide services at
this sel	hool:	
	4404000	Kitchen Cafeteria (without access to Kitchen equipment and facilities)  Gym Classroom(s): (please list how many and which ones) Office(s)/Conference Room: (please list how many and which ones)  Yard/Outdoor Play area Other:  344500m5 & parking 134
V. Please		ify a contact person for CONTRACTOR:
Nar	me	Rohan Shahani
Add	dress	Po Box 287 Baider (0 8030)
Pho	one Nu	
E-n	nail	Robova Ava4 Com
Please	identi	ify a contact person for the School site:
Nar	me	Factotte Sale
Add	dress	25 Ascot Dr. Oakland (A 9/6/
Pho	ne Nu	umber 510 531 6688
E-m	nail	Paulette. sm. th@ouso.kiz ca.us
year so	et forth	SS THEREOF, the parties to this agreement have duly executed it on the day, month and the below.  Dated:
By:		Dated:(MM/DD/YYYY)
		t, Board of Education 8
Alle		. Board or marration

WBADDERS

### ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/07/15

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

PRODUCER	K & K Insurance Group,	Inc.	CONTACT LEISURE				
	P.O. Box 2338 Fort Wayne, In 46801		PHONE (A/C, No. Ext): 800-237-2917	FAX (A/C, No): 260-459-5990			
	1010 //4/10/ 10 50001		ADDRESS: KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM				
			INSURER(S) AFFORDING COV	ERAGE NAIC#			
			INSURER A: NATIONAL CASUALTY	COMPANY 11991			
INSURED	AVID4 ADVENTURE, INC.		INSURER B:				
	P.O. BOX 287		INSURER C:				
	BOULDER, CO 80306		INSURER D:				
			INSURER E:				
			INSURER F:				
COVERAG	ES	CERTIFICATE NUMBER:	1794095 REVISI	ON 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.

NOTICE OF THE POLICIES OF THE POLIC

NSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		(MM/DD/YYYY)		LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE		100000
A	CLAIMS-MADE X OCCUR				12:01AM	12:01AM	DAMAGE TO RENTED PREMISES (Ea occurrence	e e	30000
	Owners & Contractors	Y		KK00004890600	11/01/14	11/01/15	MED EXP (Any one person	n)	500
		1					PERSONAL & ADV INJUR		1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		2000000
	POLICY PROJECT LOC					1	PRODUCTS-COMP/OP AC	GG	2000000
	OTHER:						Part Lgl Liab		NO
	AUTOMOBILE LIABILITY				12:01AM	12:01AM	COMBINED SINGLE LIMIT (Ea Accident)		1000000
A	ANY AUTO			KK00004890600		11/01/15	BODILY INJURY (Per person)		
	ALL OWNED AUTOS SCHEDULED AUTOS	-					BODILY INJURY (Per accident)		
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		
-	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE		2000000
A	EXCESS LIAB CLAIMS-MADE			XKO0005139600	12:01AM 2/02/15	12:01AM 11/02/15	AGGREGATE		2000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	-					PER-STATUE	OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER						E.L. EACH ACCIDENT		
	EXCLUDED? (Mandatory in NH)	MIN					E.L DISEASE - EA EMPL	LOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - POLICY L	LIMIT	

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

CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

CERTIF	ICATE	HOL	DER

CANCELLATION

The ACORD name and logo are registered marks of ACORD

OAKLAND UNIFIED SCHOOL DISTRICT ATTN: RISK MANAGEMENT 900 HIGH ST. OAKLAND, CA 94606

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



### 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 1<sup>st</sup> 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 experien; al activities
- Raise awareness of varied learning styles and communication dynamics

















### 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 the 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.

















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

April 20 2015 8:00 DM