

Board Office Use: Legislative File Info.	
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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date March 8, 2017

Subject Memorandum of Agreement - Avid4 Adventure, Inc. - (contractor) - Community Partnerships Unit - 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, Inc., Oakland, CA, to be primarily provided at Joaquin Miller Elementary School for the period of June 12, 2017 through August 11, 2017.

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

Avid4 Adventure will provide a summer day camp program for kids ages 3 to 12. During each day of camp, kids will participate in adventure education. All summer staff employees have a minimum of First Aid plus CPR certifications. Camp Directors have Wilderness First Responder plus CPR certifications.

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, Inc., Oakland, CA, for the latter to provide a summer day camp program for kids ages 3 to 12. Each day of camp, kids will participate in adventure education at Joaquin Miller Elementary School, via the Community Schools and Student Services Department, for the period of June 12, 2017 through August 11, 2017, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District and Avid4 Adventure, Inc. Contractual services to be primarily provided at Joaquin Miller Elementary School for the period of June 12, 2017 through August 11, 2017.

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

Attachments Memorandum of Agreement
Certificate of Insurance
Scope of Work
Statement of Qualifications



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. _____

Department: 922/Community Schools and Student Services Department

Vendor Name: Avid4 Adventure

Contract Term: Start Date: 06/12/17 End Date: 08/11/17

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School site selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Partner will run a summer day camp program for kids ages 3 to 12 where kids will participate in adventure education.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

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**

**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 Avid4 Adventure, Inc. [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:

Joaquin Miller Elementary School

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.

Avid4 Adventure will run a summer day camp program for kids ages 3

to 12. During each day of camp, kids will participate in adventure education.

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

All summer staff employees are 19+ and have a minimum of First Aid +
CPR certifications. Camp directors are 25+ and have Wilderness First
Responder + CPR certifications. Avid4 Adventure has been running
programs for 4 years in CA, and 14 years in CO.

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: _____

- 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 DOJ and FBI criminal background check via Live Scan 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**
1. **General Liability:** ***EITHER*** (a) Provide evidence of general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
 2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, 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. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- 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.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform (CPP) database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information. The CPP database and instructions may be found online at ousd.org under Partner Organizations.

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.

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. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, 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: Sara Green Dated: 12/12/2016 (MM/DD/YYYY)

Sponsoring Department or Site Principal

By: Vanessa Teater Dated: 12/12/2016 (MM/DD/YYYY)
Vanessa Teater (Print Name)

Avid4 Adventure, Inc. (CONTRACTOR)

Approved as to form and procedure

By: Michael L. Smith Dated: 3/14/17 (MM/DD/YYYY)

Michael L. Smith, Deputy General Counsel
Oakland Unified School District

James Harris 3/8/17
James Harris
President, Board of Education

Devin Dillon 3/8/17
Devin Dillon, Ph.D.
Interim Secretary, Board of Education

File ID Number: 17-0264
Introduction Date: 3-8-17
Enactment Number: 17-0289
Enactment Date: 3-8-17
By:

**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 Elemenatry (SCHOOL) and Avid4 Adventure, Inc. [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: _____

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)
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area
- Other: Bathroom. 1 classroom requested.

V. Communication

Please identify a contact person for CONTRACTOR:

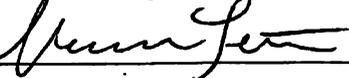
Name	Vanessa Teater
Address	924 Taylor Ave.
Phone Number	650-483-5805
E-mail	vanessa@avid4.com

Please identify a contact person for the School site:

Name	Sheila Johnson
Address	5525 Ascot Dr., Oakland, CA
Phone Number	510-575-1367
E-mail	sheila.johnson@ousd.org

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

By:  Dated: 12/12/16 (MM/DD/YYYY)
Site Principal or Contact Person

By:  Dated: 12/12/2016 (MM/DD/YYYY)
CONTRACTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2017

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

PRODUCER K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: LEISURE
	PHONE (A/C, No, Ext): 260-459-5730 FAX (A/C, No): 260-459-5624 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: NATIONAL CASUALTY COMPANY	NAIC # 11991
INSURED AVID4 ADVENTURE, INC. PO BOX 287 BOULDER, CO 80306	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: C58937

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			KKO0000020379100	8/24/2016 12:01 AM	8/24/2017 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							LEGAL LIAB TO PARTICIPANTS	
							PROFESSIONAL LIABILITY	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PARTICIPANT ACCIDENT						AD&D	
							Primary Medical	
							Excess Medical	
							Weekly Indemnity	

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

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

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
ATTENTION: RISK MANAGEMENT
1000 BROADWAY SUITE 440
OAKLAND, CA 94607

CANCELLATION

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



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 2nd-7th grade campers an opportunity to enroll in an Introduction to Skateboarding camp, which will focus on beginning skills on a skateboard.
- 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 will offer pre-K campers a half day of biking instruction, team building, and game playing.
- 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



Oakland Unified School District
746 Grand Ave.
Oakland, CA 94610

To Whom it may Concern,

All staff working for Avid4 Adventure, Inc. Oakland camps, will be fingerprinted,
background checked and tested for TB.

Sincerely,

12/12/16

Vanessa Teater
Regional Manager, California
Vanessa@avid4.com
(720) 249-2412 ext. 135





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 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.

Vanessa Teater
CA Regional Manager
Vanessa@avid4.com
720-249-2412 ext. 135
www.avid4.com



SAM Search Results
List of records matching your search for :

Search Term : avid4* adventure*
Record Status: Active

No Search Results